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## The Solicitors' Journal and Reporter.

LONDON, FEBRUARY 25, 1888.

## CURRENT TOPICS.

NEITHER DIVISION of the Court of Appeal will sit on Saturday or Monday.

REPORT HAD IT that the new edition of the Land Transfer Bill was completely settled a fortnight ago; and it was introduced on Thursday evening. The conference which had been arranged by the Council of the Incorporated Law Society with the representatives of the country law societies for Wednesday last, was postponed, and the meeting of the associated provincial law societies, which had been fixed for the previous day, has been consequently also postponed. Both these meetings will no doubt be held with greater advantage after the new Bill has been considered.

WE UNDERSTAND that the legal issues arising in *Munton v. Lord Truro* (the Middlesex Registry case), on the return to the plaintiff's *mandamus*, have been set down for argument before the Divisional Court No. 153 in the current Crown Paper. It will be remembered that the defendant raised two points when the rule absolute for a *mandamus* was granted—viz., that the witness attesting a grantee's signature to a memorial must also have witnessed the grantor's execution of the deed, and that London witnesses could not take the oath before a chancery commissioner outside the registry. These points have been formally repeated in the return to the *mandamus*, with a third point, to the effect that a deed of enfranchisement of Middlesex lands is not within the scope of the Statute of Anne (see the return set out *ante*, p. 95).

MANY OF OUR READERS, both in town and country, will hear with regret of the death, on the 19th inst., of Mr. MATTHEW DAVENPORT OSBALDESTON, of the firm of FIELD, ROSCOE, & CO. Mr. OSBALDESTON, who was for many years the common law managing clerk of the firm, became a partner on the death of Mr. EDWIN FIELD in 1871. He had been in failing health during the last two years, but was only laid up for a short time before his death. He had a remarkable escape at the time of the boating accident by which Mr. FIELD and Mr. ELLWOOD lost their lives. He could not swim, and when the boat was capsized, he owed his life to the exertions of his two friends in keeping him above water. Sad to say, although both Mr. FIELD and Mr. ELLWOOD were fine swimmers, they became exhausted, and sank before assistance could be rendered.

THE SUITOR IN PERSON has developed a new and ingenious system of tactics which greatly perplexed Court of Appeal No. 1 on the 16th inst. In an appeal from the Divisional Court (*Christopher and Hind v. Croll*) there were two joint appellants. One appeared by counsel and the other appeared in person. Was the court to hear both counsel and suitor? and, if not, which of them was to be heard? The learned judges retired to discuss the point with the

other members of the court, and, on returning, announced that the judges were unanimously of opinion that, where there were joint plaintiffs who were joint appellants, the court must decline to hear counsel instructed separately. The result would be the same whether the joint appellants appeared separately by counsel or separately in person; so long as they were joint, they could not be heard separately.

IT APPEARS that the letter on "Solicitors as Land Agents," which we printed a few weeks ago, has had a very practical result. Our distinguished correspondent, it will be remembered, asked why a register of properties, such as that which is usually kept and published at a land agent's office, should not be kept by the Incorporated Law Society? The suggestion has been adopted and extended; the council having determined to establish registers of land and other properties for sale; money for investment on landed and other properties; securities offered on mortgage; money for investment on mortgage; solicitors wanting clerks; and clerkships wanted. The privilege of making entries in the registers is to be confined (except, we presume, in the case of clerks wanting situations) to members of the society, but all solicitors will be entitled to search. The registry office will be open on and after the 1st of March next, and the fee for registration (except in the case of clerks or clerkships, for which no fee is to be charged) is to be five shillings for a six months' registration. We think that the council deserve much credit for their action in the matter, but we may, perhaps, venture to suggest that, if the register is to be a success, something more than the mere establishment of a registry office will be necessary. A clerk accustomed to the work of a land agent's office should be put in charge to answer inquiries in person or by letter, and lists of the properties for sale, securities offered on mortgage, and moneys for investment should be sent round, at regular intervals, to members of the society. We are aware of the financial difficulties attending this proposal, but might they not be met by a moderate fee upon transactions completed between persons introduced by means of the register? We would further suggest that a carefully-prepared index of information wanted by solicitors, extracted from the advertising columns of the *Times* and the legal journals, would be a very useful addition to the office.

THE "OLD ACT of George the Fourth," under which Mr. Justice GRANTHAM sentenced some repeatedly convicted offenders to be whipped (the sentence being stated to be subsequently withdrawn) is, no doubt, 7 & 8 Geo. 4, c. 28. By section 11 of this statute it is enacted, after reciting that "it is expedient to provide for the more exemplary punishment of offenders who commit felony after a previous conviction for felony," that "if any person shall be convicted of any felony, not punishable with death, committed after a previous conviction for felony, such person shall, on such subsequent conviction, be liable, at the discretion of the court, to be transported beyond the seas for life, or for any term not less than seven years, or to be imprisoned for any term not exceeding four years, and, if a male, to be once, twice, or thrice publicly or privately whipped (if the court shall so think fit) in addition to such imprisonment." The 7th and 8th sections of the Prevention of Crimes Act, 1871 (34 & 35 Vict. c. 112), are *in pari materia* with this enactment, but do not, we think, impliedly repeal it. These sections authorize the infliction of one year's imprisonment upon second or other subsequent convictions under special circumstances, and the direction of police supervision in any case, but they apply to misdemeanours as well as felonies, whereas the Act of George the Fourth applies to felonies only.

WE OBSERVE that Mr. E. ROBERTSON, M.P., has given notice of his intention to move in the House of Commons "that, in the opinion of this House, the salaries of the judges and officers of the courts of justice now charged on the Consolidated Fund should in future be transferred to the annual estimates." It is, of course, very unlikely that anything will come of this somewhat ambitious attempt at constitutional change, but it may be useful to state shortly the history of the present system. It begins with the fundamental provision of the Act of Settlement (12 & 13

Will. 3, c. 2), that after the new limitation of the Crown thereby made should take effect, judges' commissions be made *quam diu se bene gesserint*, and their salaries ascertained and established; but upon the address of both Houses of Parliament it may be lawful to remove them. The judges were thus rendered safe against the caprice of the Crown; perhaps they are reserved for possibly the worse fate of falling under the control of the people. To propose this, and to make them hold their offices for short periods and by popular election, would have been more straightforward, but Mr. ROBERTSON prefers to hit them through their salaries. These have been the subject of further regulation. It was one of the first Acts of George III. to enact that judges' commissions should not terminate on the demise of the Crown. This was done by 1 Geo. 3, c. 23, which also expressly authorized the King to remove any judge upon the address of both Houses of Parliament, and further enacted that such salaries as should be settled upon them from time to time by Act of Parliament should be paid to them so long as their commissions were in force. In accordance with this policy, the judges' salaries have been at various times fixed, and charged upon the Consolidated Fund—those of the common law judges by 2 & 3 Will. 4, c. 116, and those of the chancery judges and the judges of appeal by 32 & 33 Vict. c. 91 and the Judicature Acts. These enactments represent the settled policy of the Constitution with regard to the judicial power, and the position which our judges have gained and steadily preserved under it makes it very unlikely that it will be interfered with.

A discussion as to the offence of contempt of court, as involved in the publication of advertisements offering a reward for the production of evidence in a pending litigation, was raised before Mr. Justice BURR last Tuesday in a case of *Butler v. Butler*. After the joinder of issue in a wife's suit for a dissolution of marriage, the respondent circulated and exhibited in the district where the petitioner was residing placards containing an offer of £25 for evidence proving that his wife had, at or about a certain date (while the parties were living apart under a deed of separation), given birth to a child. The petitioner's counsel, in moving for an attachment against the respondent, relied upon the general doctrine laid down in *Pool v. Sacheverel* (1 P. Wms. 675) that a public offer of a reward for evidence was a contempt of court, and also upon *Daw v. Eley* (17 W. R. 245, 7 Eq. 49), and upon the recent case of *Brodrribb v. Brodrribb and Wall* (34 W. R. 580, 11 P. D. 66), where Sir JAMES HANNAN issued an attachment against the co-respondent, who had, after being served with the citation, published in certain newspapers an advertisement denying the charges of adultery, and offering a reward of 100 guineas for information leading to the discovery and conviction of the instigators of those charges. With reference to the case of *Plating Co. v. Farquharson* (29 W. R. 510, 17 Ch. D. 49), the petitioner's counsel sought to make a distinction between advertising for oral evidence and for documents, while the respondent's counsel pointed out that Lord Justice JAMES and the late Master of the Rolls had thrown great doubt upon the authority of *Pool v. Sacheverel*. Many observations made by Mr. Justice BURR were unfavourable to the stricter view of the question of contempt of court, and he expressed strong disapprobation of what was said in *Pool v. Sacheverel*, but he ultimately arrived at the conclusion that the respondent had not been actuated solely by the *bona fide* motive of obtaining evidence, and that *Brodrribb v. Brodrribb and Wall* was in point. It was, no doubt, difficult to escape from the authority of the last-named case, but, as Mr. Justice BURR pointed out, in criminal proceedings an offer of a reward for evidence, even by the Crown, is a matter of almost daily occurrence, but may involve as great a risk of subornation of perjury as a similar offer in a civil action.

WE RECENTLY PRINTED (*ante*, p. 209) a resolution passed at a preliminary meeting of solicitors and agents representing London estates to oppose a Bill in Parliament deposited by the United Telephone Co., and "to procure, if possible, the insertion in the Bill of such clauses and amendments as may be considered desirable in the interests of owners, lessees, tenants, or occupiers of houses in the metropolis." The Telegraph Act, 1863, which applies, by section 2, sub-section 1, "to every company authorized by Act of

Parliament to maintain telegraphs"—an expression applicable to telephone wires (see *Attorney-General v. Edison Telephone Co. of London*, 29 W. R. 428, 6 Q. B. D. 244)—contains a set of elaborate provisions, in sections 12, 22, and 23, for obtaining the consents of occupiers and of the owners of unoccupied houses, and also street or road authorities, to the erection of above-ground wires; but in *Wandsworth Board of Works v. United Telephone Co.* (32 W. R. 776, 13 Q. B. D. 904) it was held that the defendant company, not being incorporated by Act of Parliament, but merely registered under the Companies Act, 1862, was not amenable to the provisions which require the consent of the street authority to be obtained. In that case, too, it was held that the plaintiffs had not such a property in the streets situated within their district as to enable them to maintain an action for an injunction against the erection of a telephone wire across a street; though BOWEN, L.J., "entertained no doubt that, if appreciable danger to any street or to the traffic of any street which is vested in the Board of Works were shewn, the court would interfere by injunction to prevent anything being done in the area above the street," and that, "if there were any appreciable danger to the public, it would be the duty of the court to compel the removal of the wire overhanging the thoroughfare." We cannot say that the law is in a satisfactory state. The principal danger from overhead wires arises from sudden storms or weights of snow, and this is a danger which, though sufficiently practical to render the erection of overhead wires absolutely undesirable, is not appreciable in the legal sense. We may draw attention to the fact that the town of Wakefield, in the recently-passed Wake-Corporation Act, 1887, has endeavoured to meet the case by special legislation. The 46th section of this Act provides that no telegraphic or telephonic apparatus shall cross a public street except with the previous licence of the corporation under the hand of the town clerk, *which licence shall not be unreasonably refused*, and subject to such conditions as they may from time to time prescribe, *so as to prevent danger, annoyance, or obstruction to passengers or traffic passing over or along any such street*. By the same section, after any licence has been given, the owner or lessee of the apparatus is bound to keep it in repair, "and in default thereof the corporation may serve notice on him to put the same into good repair, and, if he fail to do so, the corporation may remove the same, and may recover from him the expenses of so doing," and the corporation has a similar power of removal if, in their opinion, the apparatus is so placed as to be, or to be likely to become, a cause of danger, obstruction, or annoyance to passengers or traffic. It is also provided that the corporation "may from time to time, upon giving reasonable notice to the owner or lessee thereof, inspect and examine any apparatus in order to ascertain whether it is so fixed, placed, or attached, and is generally of such description and in such condition, as not to be productive of danger, annoyance, or obstruction." Restrictions good for Wakefield in 1887 may surely be allowed in London in 1888, in the event of the petitioners against the Bill being unable to throw it out altogether.

THE ADVERTISEMENTS of the speculative stock and share dealers are attractive reading. You deposit with them a small sum by way of "cover," and in a few days you are the happy possessor of substantial profits. The gilt, however, is somewhat rubbed off by the decision of a divisional court in *Reggio v. Steven & Co.* last week. The plaintiff there had deposited £40, and soon he calculated that his winnings were £75. Hereupon he thought he would stop and enjoy his luck before it turned. This, however, did not suit his brokers, and they met him with the blunt defence that the whole thing was illegal, and he could have neither deposit nor winnings. In this, so far as the winnings go, the court supported them, though they were clearly not entitled to keep the deposit. Although one's sympathies are hardly with the brokers, yet it is clear that the decision was right. These transactions are mere gambling, and fully deserve the strong condemnation which the court bestowed upon them. The case will have done good if it deals a blow at the system of which they form a part.

A CORRESPONDENT calls our attention to a system, which he says is becoming common, for the sheriff to seize certificates of shares

under a writ of *sc. fa.*, and sell them by auction. He then assigns the certificates and the shares, so far as he lawfully can, to the purchaser, who calls upon the company to transfer them into his own name. It seems clear that the company are justified in refusing to do this. True, the certificate is a chattel, and can be seized by the sheriff, but the company are not bound to transfer unless duly authorized to do so by the true owner, and it has quite recently been laid down that it is their duty to refuse the transfer until they have taken steps to discover the owner's real wishes : per Lord Blackburn in *Société Générale de Paris v. Walker* (11 App. Cas. 41). The matter is made clearer by considering that the Legislature has expressly devised a way by which a creditor can get at shares—viz., by means of a charging order under 1 & 2 Vict. c. 110, s. 14.

ON FRIDAY LAST, in the course of the hearing of a case of infringement of letters patent, before Mr. Justice KEKEWICH, the following conversation took place :—The Attorney-General : They are sending an enormous quantity of hot air into the court to-day. I don't know whether your lordship can deal with it. Mr. Justice KEKEWICH : I wish some of the scientific gentlemen who attend me would take the matter in hand, and look after the comfort of both judge and counsel, and particularly with regard to the noise made by the doors. If, when they are here, they would inspect them, and take out a patent for preventing that noise, it would be both novel and useful. Mr. Aston : And your lordship would support it to the best of your ability ? Mr. Justice KEKEWICH : Yes, Mr. Aston, I certainly would. The invitation here given should arouse the ingenuity of scientific men. There is certainly ground for heavy complaint as to both the matters above referred to. The thing that appears to have been least considered in the construction of the courts is the comfort of the judges and practitioners.

#### SALE BY A TENANT FOR LIFE UNDER THE SETTLED LAND ACT, 1882.

##### I.

It has often been stated that the power of sale which may be exercised by a tenant for life by virtue of the Settled Land Act, 1882, is absolute and unrestricted. His reason for selling may be good or bad, or he may have no reason at all. The sale may be made from mere caprice, or because the tenant for life wishes to spite the remainderman, or simply because he does not like the trouble of looking after the property : *Cardigan v. Curzon Howe* (33 W. R. 836, 30 Ch. D., at p. 540); and even the pendency of an action in which a decree has been made for the execution of the trusts of a settlement, under the direction of the court, does not prevent the tenant for life from selling without the leave of the court. Such a *lis pendens* cannot affect a tenant for life, for his statutory powers override the settlement, so that an action to administer the trusts must still leave his power of sale unfettered (s.c., p. 537). A tenant for life cannot contract not to exercise his powers, and any attempted restriction of them in the settlement is void (sections 50 and 51). A sale by him even takes precedence over a prior sale by a reversioner of his reversionary interest : *Wheelwright v. Walker* (31 W. R. 363, 23 Ch. D. 752); and where there is a person with the powers of a tenant for life, a clause in the settlement providing that such powers may be exercised by any other person is void : *Re Clitheroe Estate* (34 W. R. 169, 31 Ch. D. 138). This remark must not be taken to mean that the usual powers of selling, leasing, or managing property cannot now be given to trustees because the tenant for life has himself like powers ; for section 56 expressly says that the powers conferred by the settlement upon trustees and others for any purpose provided for in the Act, can still be exercised by them, although not without the consent of the tenant for life.

Certain restrictions have nevertheless been placed by the Act on the powers of a tenant for life to sell, and in discussing them it seems convenient to consider the following points separately—viz., (1) Who are persons having the powers of a tenant for life

under the Act ; (2) What restrictions have been placed on the power of such persons to sell ; and, having regard to the notice of intention to sell which must be given to the trustees of the settlement, (3) Who are, and who may be appointed trustees for the purposes of the Act ?

##### I.—WHO ARE TENANTS FOR LIFE UNDER THE ACT ?

This point has already been discussed at some length in a former volume (30 SOLICITORS' JOURNAL, 120), but the following statement may be of use :—

*Tenants for life.*—The tenant for life of settled land is the person beneficially entitled to possession of the settled land for his life ; or, if there are two or more persons so entitled as joint tenants, or tenants in common, then such persons together (section 2 (5) and (6)). The tenant for life must be entitled in possession, as distinguished from remainder or reversion : *Re Morgan* (31 W. R. 948, 24 Ch. D. 114) ; *Re Jones* (32 W. R. 735, 26 Ch. D. 736) ; and possession is defined to include receipt of income, which in its turn includes receipt of rents and profits (section 2 (10), cl. (i.)). It follows that possession is not necessarily personal, but may be that of an infant by his guardians (section 59) : *Re Morgan (ubi suprad.)*, or by trustees for management : *Re Jones* (26 Ch. D. 736), or of a term, limited to them in trust to pay off incumbrances : *Re Clitheroe Estate* (34 W. R. 169, 31 Ch. D. 135) ; for that the estate is incumbered to any extent makes no difference to the powers of the tenant for life (section 2 (7)). Even if the estate is so much incumbered that the tenant for life gets nothing at all, he can still sell under the Act, for the intention of the settlement must be looked to, and not the result of accidental circumstances which may have defeated that intention : *Re Jones* (26 Ch. D. 736).\*

*Persons having the powers of a tenant for life.*—When it is clear that a person has an estate in possession, as above defined, he is, by section 58, to be deemed a tenant for life in various other cases : *Re Strangways* (35 W. R. 83, 34 Ch. D. 423). Such cases are :—

(a) A tenant in tail (sub-sections (1) and (7)).

(b) A tenant in fee simple with an executory gift over on any event (sub-section 2)—e.g., a person having an estate subject to a gift over on his failing to reside for a certain time in each year in the mansion-house : *Re Page's Settled Estates* (33 W. R. 898, 30 Ch. D. 161), or an infant entitled contingently on his attaining twenty-one, with a gift over on his death without issue under that age : *Re Morgan* (24 Ch. D. 114, 31 W. R. 948).

(c) A person entitled to a base fee (sub-section 3).

(d) A tenant for years determinable on life (sub-section 4), or a tenant for the life of another (sub-section 5), but not merely holding under a lease, as was the case in *Re Hazle's Settled Estate* (26 Ch. D. 428, 29 Ch. D. 78, 33 W. R. 759), where a lady entitled to the rent of leases during a term, if she should so long live, was held not to be a tenant for life under the Act ; or (sub-section 6) such a tenant, or a tenant for his own life, whose estate may cease in any event during that life, or may be defeated by any executory limitation or gift over, or is subject to a trust for accumulation of income for payment of debts. Therefore a person entitled to rents after the determination of a term of years limited to trustees for the purpose of paying off charges, the rents meantime to be accumulated, is a tenant for life under the Act : *Re Clitheroe Estate* (28 Ch. D. 378, 31 Ch. D. 135, 34 W. R. 169). But the test is, that the person entitled subject to the term should have an immediate right to redeem—i.e., to pay off the charges, and claim possession of the rents and profits. If he has no such right, and there is no power to determine the term before the time limited, he cannot be said to be in possession, and section 58 has no application : *Re Strangways* (34 Ch. D. 423), and see also *Re Atkinson* (30 Ch. D. 605, 31 Ch. D. 577, 34 W. R. 445).

(e) A tenant by the curtesy (sub-section 8, and see Settled Land Act, 1884 (47 & 48 Vict. c. 18), s. 8), and a person entitled to the income of land subject to expenses of management : *Re Jones* (26 Ch. D. 736, 32 W. R. 735), or until sale or forfeiture.

(f) When land is settled on trust for sale, the person or persons

\* It should be observed that the headnote of this case in the report of it before Bacon, V.C. (24 Ch. D. 583), is wrong in stating that a "small annual surplus remained payable to A." There was really no surplus.

entitled to the income until sale is or are collectively the tenant for life thereof (section 63).

A tenant for life may contract to sell, and his contracts will run with the land (section 31): *Cardigan v. Curzon Howe* (30 Ch. D. 537).

*Infants, married women, and lunatics*—The Act extends to such persons. The powers of a tenant for life may be exercised on behalf of an infant by the trustees of the settlement, which expression includes trustees appointed by the court under section 38: *Countess of Dudley's Contract* (35 Ch. D. 338, 35 W. R. 492); and on behalf of a lunatic by his committee (sections 60, 62). A married woman, notwithstanding a restraint on anticipation, may sell by herself, if she is entitled for her separate use, or as a *feme sole*; and if such is not the case, then she and her husband together constitute the tenant for life.

#### THE TRUST COMPANIES BILL.

LORD HOBHOUSE'S Trust Companies Bill has at length appeared in print. It certainly cannot be described as lacking in boldness of conception. It proposes to confer on every trust company (as defined in clause 2, and subject to the requirements, as to deposit, of clauses 12 and 13) power to act as executor and obtain probate; to obtain (with the consent of the person entitled to administration) letters of administration, either in its own name as administrator, or as attorney of the person so entitled; to be appointed as an original trustee of any will or settlement, or to be appointed a new trustee under any power which expressly authorizes the appointment of a trust company as trustee. It is further proposed (probably in consequence of Mr. Justice Kay's recent solemn benediction of a certain trust company) to enable the donee of *any* power of appointing new trustees, or any beneficiary, to apply to the court to appoint a trust company as a new trustee; and the court or judge, "if satisfied that it is for the benefit of the trust estate" (a matter, be it observed, upon which one judge has pledged himself beforehand), may appoint a trust company as such trustee. Further, it is proposed that the exuberantly favourable judge shall be empowered to appoint a trust company as receiver or manager of any property or business, or as committee of the estate of any lunatic, or as administrator *pendente lite*. And, still further, provision is made for the appointment of a trust company as trustee in bankruptcy, and for the appointment by deed of a trust company as attorney "to do any lawful act or thing." We do not find any provision that the trust company may be appointed as guardian or to perform the duties of foster-mother of any infant. And we regret to observe that, though the trust company are to "undertake the business" of the testator's estate, they are not enabled to fulfil all the functions of undertakers, and to cremate or otherwise dispose of the body of the deceased testator; these are no doubt omissions which can be supplied in committee. But in other respects the powers proposed to be conferred on trust companies are of the widest description.

And what are to be the terms upon which these companies are to render all these benevolent services to families? Here we come upon an exceedingly subtle series of provisions. Clause 20 requires the articles of association of every trust company to "contain a statement of the charges which the company may make," but these charges "may be altered by an alteration duly made" in the articles of association. Observe no maximum scale is specified in the Bill; Parliament might take alarm if the percentage to be deducted from all moneys passing through the hands of the trustee company were mentioned, and perhaps even the judicial beneficition might be withdrawn if it were to appear that costs would be heaped up, even though such costs would not go to solicitors in general.

The next clause (21) provides that a "trust company acting as executor, administrator, trustee, receiver, manager, committee, or attorney shall be entitled to receive and to retain out of the property received or administered by it such remuneration as the company shall have agreed to accept." No provision is made that this agreed remuneration shall not exceed the authorized scale of charges specified in the articles of the company. No provision is made that the remuneration shall be such as the testator or settlor shall have agreed to allow, and the company shall have agreed to accept;

all that is necessary, apparently, under this precious clause, to enable the trust company to make deductions from moneys passing through their hands is that they themselves shall have graciously agreed to accept remuneration at the rate of such deductions. Was ever such a provision heard of before in an Act of Parliament?

"In default of any such agreement" [i.e., agreement by the company "to accept" a certain rate of remuneration] the trust company are to be entitled to "a remuneration (not exceeding the amount of its authorized charges) according to the scale to be from time to time fixed by the directors of the company and in force at the time when the company undertakes the business"—not, be it observed, at the date of the will by which the company is appointed trustee. In the case of a will, the company will, of course, "undertake the business" at the death of the testator—in fact, at the same time as the other kind of undertaker—so the happy testator will never know what will be the scale of charges to which his estate will be subject.

These ingenious and subtle clauses as to remuneration are not yet exhausted. Over and above the "remuneration" either agreed to be "accepted by the company" or settled according to the directors' moveable scale, the company "is to be entitled (subject to any agreement to the contrary) to receive and to retain out of the said property all such costs, charges, and expenses, properly incurred, as an individual would be entitled to receive or retain *under the like circumstances*." It might perhaps be asked what "costs, charges, and expenses" an "individual" paid by commission to do a particular act is entitled to receive or retain? but we leave this matter for the consideration of the promoters of the Bill. The intention of the clause (whether carried out by the language or not) is that, in addition to all the costs, charges, and expenses now incurred in the administration of an estate, there shall be payable the percentage which the company may kindly "agree to accept," or which may be specified in the scale fixed by the directors before acting as "undertakers."

A matter of some considerable consequence to the profession is the mode in which the Bill proposes to deal with the family solicitor. The only provision we can find with reference to this matter is clause 22, which is transplanted bodily, with some verbal alterations, from the abortive trust company Bills of last session. The clause runs as follows:—

"22. Where by any will or settlement under which a trust company is appointed and acts as executor or trustee the testator or settlor shall direct that any practising solicitor shall conduct the legal business of the estate of which the company shall be executor or trustee, such solicitor shall be entitled to act therein accordingly. In such case the company shall not be liable for the negligence, misfeasance, nonfeasance, or misconduct of the solicitor, and such solicitor may be, for good cause, removed by the court upon the application of the company or of any person interested in the said estate."

It will be observed that this clause first purports to alter the doctrine of *Foster v. Elsley* (30 W. R. 596, 19 Ch. D. 518), that under a direction in a will that a particular person should be the solicitor to the testator's estate and to his trustees, in carrying out the provisions of the will, there is no duty imposed on the trustees of the will to continue the person so specified as their solicitor; but then at once proceeds to deprive the provision of all efficacy by providing for the removal of the solicitor "for good cause." Disagreements between the officials of the trust company and the solicitor; allegations that the business of the trust could be transacted with greater convenience and at less cost by the solicitors (or "founders") of the trust company; charges of dilatoriness on the part of the solicitor: these and other reasons which might be suggested would all be "good cause"—or at any rate good enough cause—for the removal of the solicitor mentioned by the testator and the substitution of the solicitors (or "founders") of the trust company.

We trust that the Incorporated Law Society, and especially the country solicitors, will bestow their careful attention on this remarkable Bill. We stated some weeks ago the reasons for and against the establishment of trust companies, in the hope of eliciting discussion, but without any effect in that direction. The general opinion, we believe, was that no trust company need be feared so long as the law remained unaltered. It will be seen that now it is proposed to effect a most radical change in the law in favour of these companies.

## CORRESPONDENCE.

## BILLS OF SALE.

[To the Editor of the *Solicitors' Journal*.]

Sir,—Referring to T. & C.'s letter in your issue last week, the report of *Furber v. Cobb* (35 W. R. 398) is correct, as you state in your note, for I have referred to an office copy of the bill of sale in that matter, and find that it does not contain "an assignment of the goods which should be brought on to the premises for the purpose of replacing."

That case cannot, therefore, be taken as overruled by *Kelly v. Kellond*. Moreover, it should be observed that, by the bill of sale in the last-mentioned case, the grantor assigned the goods which might be brought on to the premises, whether "in substitution for, or renewal of, or in addition to, the chattels and things hereby assigned." The words "or in addition to" are wide enough to include all after-acquired chattels, and undoubtedly produce a greater legal effect than the form in the schedule would; but it does not follow that a bill of sale containing an assignment merely of substituted or renewed goods, for the purpose of maintaining the security, would be held void upon the authority of *Kelly v. Kellond*, having regard to the decision in *Furber v. Cobb*.

B.

Feb. 21.

[We are greatly indebted to our correspondent for his useful letter.—ED. S.J.]

## ORIGINATING SUMMONSES.

[To the Editor of the *Solicitors' Journal*.]

Sir,—Permit me to give two illustrations that are strongly corroborative of the views expressed by you in this morning's issue (*ante*, p. 241). The two illustrations (although a little disguised) are not imaginary, but actual.

First, under R. S. C., 1883, ord. 55, r. 2, a fund not exceeding £1,000 paid into court under the Trustee Relief Act is to be paid out on summons. A sum of £1,500 was given by will unto and equally between and among A., B., C., D., and E., or such of them as should be living at the death of the tenant for life, and the issue then living of such of them as should be then dead, the issue taking the parent's share. Well, A. and B. only were alive at the death of the tenant for life; D. and E. were known to have died unmarried; there was a doubt as to whether C. left issue, and, owing to that doubt, the trustees paid into court the share to which C., if living, would have been entitled. The trustees assumed that the gift in the will imported a gift to the survivors, although there were no express words of survivorship in the will; but there was a residuary bequest. Consequently, the trustees paid in £500, being one-third of the £1,500, and, as a matter of fact, they paid £500 to each of the surviving legatees, A. and B., acting on their assumption of survivorship. The summons for payment out comes on at chambers; it never occurs to the parties or to the chief clerk, nor is it suggested to him, that the £1,500 was not (or possibly was not) divisible in thirds, but in fifths; consequently, as the chief clerk is satisfied that C. did in fact leave no issue, he makes an order for payment out of the £500 to A. and B. It is afterwards decided by the court, on argument in open court, on an application by the residuary legatees to make the trustees answerable for the three-fifths of the £1,500, that the legatees A., B., C., D., and E. were entitled, as tenants in common, each to one-fifth part only, and that by the deaths of C., D., and E. without issue the three-fifths lapsed into residue; and accordingly the trustees are now called upon to make good £400 (the difference between the £1,000 paid by them to A. and B. and the £600 which alone they ought to have paid to these two legatees); and the court is going to be called upon to make good to the residuary legatees the sum of £500 which was wrongly paid out to A. and B. I may mention that neither the trustees nor the court will be able to recover back a penny of the over-payments from either A. or B.

Secondly—and a different kind of illustration: In a partition action the usual order is made in open court, and under that order the sale is to be made under the direction of the court. The sale value of the property is about £350. The title is complicated, but not at all difficult, and some pedigrees are involved. The inquiry proceeds before a chief clerk, who requires back-breaking evidence of everything—relevant and irrelevant to the proof of title; he even requires proof of the decease of a person whom he calls tenant by the courtesy, as having been the husband of one of the female remaindermen who died during the lifetime of the prior tenant for life, and proof of an infinitude of other matters equally material. The consequence is that the costs already incurred exceed the £350, and the title is not yet certified; and the property is copyhold, and the fines and fees have accumulated. And I ask you, where is now the property of the co-parceners? The matter can never come to completion for want of funds; or, if it does, the co-parceners will re-

ceive as their share of the net proceeds of sale a minus quantity. Now any conveyancer of experience could have carried through the sale out of court at a total cost of about £70.

Feb. 18.

L. L.

## THE PROPOSED FUSION.

[To the Editor of the *Solicitors' Journal*.]

Sir,—I, like "Easterling," did not see your challenge, and his letter, albeit a little bitter, makes out a very fair case from his point of view. Now let me suggest another aspect of the matter if the fusion is carried out; and one not at all unlikely to be presented.

A client's case has to come on in court; he naturally expects his solicitor will conduct it there for him; the solicitor, though well skilled in his own branch of the profession, is no advocate, and feels that, were he to make the attempt to act as one, he might jeopardize his client's case. He, therefore, briefs and employs a barrister, with a fee as usual; the client afterwards refuses to pay the fee, and the taxing master will not allow it as against the other side on their losing; the solicitor has therefore to pay it out of his own pocket, being thus fined because he was too conscientious to risk the loss of his client's case.

Under such circumstances, I fear some of our professional brethren would be strongly inclined to "chance it" on a subsequent occasion.

Conveyancing seems doomed, bankruptcy is not worth practising, officials compete with us in probate matters, law stationers prepare and pass residuary accounts, &c., at Somerset House; and if, in addition to these drawbacks upon a professional living we have spent our best years in endeavouring to gain, we are to have the privilege of paying counsel's fees out of our steadily dwindling costs, the future is an exceedingly exhilarating prospect for many other members of the profession besides

ADMITTED 1856.

Feb. 16.

[To the Editor of the *Solicitors' Journal*.]

Sir,—"Ne Sutor Ultra Crepidam" makes a singular mistake when he says, "After fusion every fused solicitor would be placed in the dilemma of having to undertake a duty for which he did not feel competent or confessing himself incompetent." Why dilemma? When he asks another solicitor or a barrister to take a county court case, or a case before petty sessions, or the Comptroller of Patents, &c., &c., does he confess himself incompetent? Nothing of the kind. He may do so at the request of his client, or it may not be convenient for him to attend, or he may be otherwise more profitably employed, or for a thousand other reasons he may not think it expedient, or right, or possible for him to appear as advocate in a case, without being in the slightest fear of being thought incompetent to conduct the case himself. But if he did feel himself incompetent, like an honest man he would say so, as he often says now, even though he can appear and act as an advocate.

Then, again, your correspondent says, "The natural effect of an increased supply of advocates would be to reduce fees all round." How can that be when the fees are fixed? "Oh, but then," no doubt he would say, "after fusion the scale would be altered." I doubt that. The first effect of the fusion would be to enable cases to be tried, and to be fairly and properly heard on appeal, which cannot now be heard at all. In all these cases either a barrister or a solicitor would get a fee from each of the parties to the suit, at least in all those where they would be able and willing to pay it, and those would be the vast majority. Therefore there would be a large increase of business.

If you look down the cause lists of the High Court you will find that scarcely any firms can make their living out of purely contentious business. None of them have enough of it, and the profits on brief making would be scarcely any loss to them. By taking a barrister into the office as an advocating partner, they would find their joint business increase enormously by reason of the ease with which the public could get their law business transacted. It stands to reason that if you cheapen the supply of a good article you always secure a greater demand for it. There is no article so keenly sought after by the English people as justice, and were the avenues to it less costly and circuitous they would seek it still more. It is found by the London gas companies that a reduction of 1d. per 1,000 cubic feet increases their income five per cent. This shews that reduction stimulates the demand. But with lawyers individually, their fees would not be reduced in amount, though from competition the number of them would. This, however, would again be balanced by the increase of the number of cases tried. In doing a great good to the people, and in purifying the administration of justice, we need have no fear for ourselves, and in the departments of conveyancing and other non-contentious business the ordinary solicitor will stand the best chance against young gentlemen from the universities, whose education there is oftener how to spend than to make £200 or £300 a year.

EDMUND KIMBER.

15, Walbrook, E.C., Feb. 18.

[To the Editor of the Solicitors' Journal.]

Sir,—I hardly like to discuss the "eligibility to certain offices" in connection with this matter. I have strong views about it, for I believe the fittest man is rarely selected for any post; political and personal considerations, rather than fitness, are the reasons for an appointment in a great many cases, with the result that practitioners are sorely worried in teaching officials how to do their business. I keep, therefore, to my former lines, and to-day I will address myself solely to the question of the right of advocacy.

Your correspondent, "Ne Sutor," &c., says we must, if incompetent, expose our incompetence either by confession or failure. I would do so without hesitation in the former way. I am nervous; in addressing a court or a public meeting I am liable to lose my memory temporarily, though perhaps the occasions of my actually having done so may not number half-a-dozen, and I have often spoken for lengthy periods without difficulty. It is not my duty to perform every act in my business in my own proper person, and the same right by which I employ a clerk to attend a common summons in chambers will extend to the employment of a competent advocate in court. *Qui facit per alium, &c.* Therefore, in admitting to a client the possibility that I could not adequately present his case in court, I should not admit that I was incapable of doing any part of my duty.

"Ne Sutor" refers to fees. I confess that I do not agree with him as to the necessity for altering the scale of advocacy fees, although, even if they should be in any way modified, I should hope that an alteration of other sets of fees, such as was hinted at in my former letter, might go some distance as compensating balance for solicitors.

You restricted your challenge to the subject of benefit to the present generation. That is the only point of view that I have adopted. A solicitor will never engage another solicitor to act as advocate in his cases; it would certainly endanger his hold on his client. Professional advocates must sooner or later devote themselves exclusively to advocacy. No successful advocate (successful in the sense of having a large advocacy business) can ever afford time or energy for the office routine that we have to do. Clients who wish him to act in the capacity in which a solicitor now acts must be contented with the attention of clerks, knowing that such clerks can get next to no supervision from the master. The fanciful picture you draw of "Sir Charles Russell & Co." is really as much beyond possibility as a fairy story. No vast revolution is likely to be effected by a fusion; its effect on the present generation would be beneficial to solicitors and clients only, and perhaps most of all to country solicitors.

EASTERLING.

#### SEIZURE OF CERTIFICATES OF SHARES UNDER A FL FA.

[To the Editor of the Solicitors' Journal.]

Sir,—Can any of your readers refer me to a case bearing upon the following?

Under a writ of *fl. fa.* the sheriff seizes a certificate of shares in a limited company, puts it up by auction, and sells it. An assignment is executed by the sheriff to the purchaser of the share certificate and the shares in the company "so far as they lawfully may but not further or otherwise."

The purchaser calls upon the company to register the assignment, and to issue to him a new certificate.

Does the property in such shares pass so as to justify the company in carrying out the request of the purchaser? I understand it is frequently done, but it does not appear to me that by such assignment the shares themselves pass to a purchaser, the certificate not being a security for money within 1 & 2 Vict. c. 110, s. 12. T. P.

Feb. 21.

[See observations under head of Current Topics.—ED. S. J.]

#### THE INCORPORATED LAW SOCIETY'S MEETING.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to Mr. Keeble's letter in last Saturday's issue, I feel that I cannot too strongly protest against the statement contained in the latter part of the second paragraph.

As I was present at the meeting, I am in a position to state, most emphatically, that the amendment to Mr. Ford's motion, with respect to the Metropolitan Police, was lost by a large majority; and that the motion itself was defeated by a great and overwhelming majority.

I pen the above lines in no party spirit, but with a desire to assist in placing on record what really did take place.

Feb. 20.

T. SHELTON CRICKITT.

#### CASES OF THE WEEK.

##### COURT OF APPEAL.

FINLAY v. CHIRNEY AND ANOTHER—No. 1, 15th February.

CONTRACT—BREACH OF PROMISE OF MARRIAGE—DEATH OF PROMISOR—ACTIO PERSONALIS MORITUR CUM PERSONA—SPECIAL DAMAGE.

Action for breach of promise of marriage against the executors of the deceased promisor, it being also alleged that the plaintiff was seduced under cover of the promise to marry. The plaintiff was nonsuited at the trial on the ground that there was no evidence of corroboration. The Divisional Court ordered a new trial. In the Court of Appeal the objection was taken that the action would not lie. *Chamberlain v. Williamson* (2 M. & S. 408) was cited.

The Court (Lord ESHER, M.R., and BOWEN and FRY, L.J.J.) held that an action for breach of promise of marriage would not lie either by or against the personal representatives of a deceased, except where special damage was alleged and proved, that is actual loss to the property of the promisee arising out of the breach of contract, and the rule as to remoteness of damages laid down in *Hadley v. Baxendale* (9 Ex. 341) was applicable to such special damage. There was no special damage alleged in the present case, and the plaintiff not being able to shew that she had sustained any, the court entered judgment for the defendants.—COUNSEL, *Digby Seymour, Q.C.*, and *J. Lawson Walton; Waddy, Q.C., H. F. Boyd, and E. H. Pollock, SOLICITORS, Harvey & Capron, for Nicholson, Morpeth; Crossmann & Pritchard, for G. & F. Brumell, Morpeth.*

MAYOR, &c., OF BURY v. LANCASHIRE AND YORKSHIRE RAILWAY CO.—No. 1, 20th and 21st February

RAILWAY—LIABILITY TO MAINTAIN ROAD OVER BRIDGE—RAILWAY CLAUSES ACT, 1845, s. 46.

This was an appeal by the defendants from the decision of a divisional court (Mathew and Cave, JJ.). The question raised was whether, under section 46 of the Railways Clauses Act, 1845 (8 Vict. c. 20), a railway company were responsible for the maintenance of a road crossing the railway by a bridge, or whether their liability merely extended to the maintenance of the structure of the bridge itself. The defendants, in 1847, under the powers of their special Acts, constructed a railway which crossed a turnpike-road near Bury in a deep cutting. They accordingly erected a bridge by which the road was carried over the railway. The plaintiffs having paved and flagged the road, claimed to recover the cost from the railway company. The Divisional Court held that the company were liable for such costs.

The Court (Lord ESHER, M.R., and FRY and LOPEZ, L.J.J.) affirmed their decision, on the ground that section 46 was the only section applicable to such a case, and that in it the word "bridge" included roadway. They said that it was clear that the company were responsible for the maintenance of all that they were bound by that section to execute. The section directed them to erect a bridge, and it was plain that in the word "bridge" was included the metalling of the roadway over the bridge. It therefore became their duty to maintain such roadway.—COUNSEL, *Sir R. E. Webster, A.G.; Henn Collins, Q.C., and W. Graham; R. S. Wright, SOLICITORS, Clarke, Woodecock, & Ryland, for Moorhouse, Manchester; Edmund Andrew.*

CHRISTOPHER & HIND v. CROLL—No. 1, 16th February.

PRACTICE—JOINT PLAINTIFFS APPEARING SEPARATELY ON APPEAL.

This was an appeal by the plaintiffs from a decision of a divisional court (Mathew and Cave, JJ.). Counsel appeared for the plaintiff Christopher, and the plaintiff Hind appeared in person.

The Court (Lord ESHER, M.R., and FRY and LOPEZ, L.J.J.), after consulting the other members of the Court of Appeal, said that, where there were joint plaintiffs who were joint appellants, the court would decline to hear counsel instructed separately on their behalf. The fact that one of the plaintiffs appeared in person made no difference.

The case was therefore postponed, in order that the parties might consider what to do.—COUNSEL, *Orige, SOLICITOR, H. Cory.*

Re MORGAN'S MARRIAGE SETTLEMENT TRUSTS—No 2., 15th February.

APPOINTMENT OF NEW TRUSTEES—DISCRETION OF COURT—TRUSTEE ACT, 1850 (13 & 14 VICT. c. 60), s. 32.

This was an appeal against the refusal of Kay, J., to appoint new trustees of a sum of £2,000 Consols, subject to the trusts of a marriage settlement, and to order the fund to be transferred to such new trustees when appointed. The petition was presented by the wife, who was tenant for life, and her son, who was entitled in remainder. The survivor of the original trustees had been induced to transfer the fund to the father of the wife, who was not a trustee of the fund. After his death, there being a difficulty in appointing new trustees of the settlement, his executors transferred the fund into court, under the Trustee Relief Act, and the petition was then presented under section 32 of the Trustee Act, 1850, asking the court to appoint new trustees, and to order the fund to be transferred into their names. Kay, J., declined to appoint new trustees, but ordered that the dividends on the Consols should be paid to the wife during her life. Section 32 provides that "whenever it shall be expedient to appoint a new trustee or new trustees, and it shall be found inexpedient, difficult, or impracticable so to do without the assistance of the Court of Chancery, it shall be lawful for" the court to appoint new trustees.

THE COURT (COTTON and LINDLEY, L.J.J.), dismissed the appeal. COTTON, L.J., said that the petitioners had brought the difficulty on themselves by inducing the surviving trustee to transfer the fund to the wife's father, whom he purported to constitute an informal trustee of the fund. In his lordship's opinion the order was within the discretion of the judge. Section 32 said that "it shall be lawful" for the court to appoint. The appointment was not *ex debito justitia*. It must be a matter for the discretion of the judge to say whether it would be expedient to make the appointment. Assuming that there was a difficulty in getting the husband and wife to appoint new trustees (and he would not express any opinion what would be the result of their making an appointment), still this court was not in the habit of interfering with the exercise of the discretion of a judge, unless it had been exercised upon a wrong principle or so as to produce some injustice. The petitioners had failed to shew that it was expedient to appoint new trustees. There was no discretionary power to be exercised by the trustees. The fund would be safe where it was, and the court had ordered the income to be paid to the tenant for life. His lordship was inclined to think that it would not be expedient to transfer the fund out of court, but it was sufficient to say that it had not been shewn that it would be expedient. LINDLEY, L.J., concurred.—COUNSEL, Costelloe; Alexander. SOLICITORS, H. B. Elton; Capron, Dalton, & Co.

#### HIGH COURT.—CHANCERY DIVISION.

*Re GROVE'S SETTLED ESTATE*—North, J., 18th February.

SETTLED ESTATE—APPROVAL BY COURT OF CONTRACT FOR SALE—SALE OF LEASEHOLD ESTATE IN CONSIDERATION OF RENT-CHARGE—SETTLED ESTATES ACT, 1877, ss. 16, 18.

This was a petition for the approval by the court, under the Settled Estates Act, 1877, of a provisional agreement which has been entered into for the sale of a leasehold estate, which formed the subject of a settlement, to purchasers who had also acquired the freehold interest in the property in reversion, subject to the lease. The agreement provided for the sale of the leasehold interest in consideration of the payment by the purchasers, during the residue of the term of the lease, of a rent-charge, somewhat exceeding the amount of the beneficial rent derived from the property, which was to be secured on the freehold interest, and also by the joint and several personal covenants of the purchasers.

NORTH, J., approved of the contract. He said that he regarded the proposed arrangement for the payment of the purchase-money as equivalent to the payment of a gross sum in instalments, and he was of opinion that this was authorized by section 16 of the Act.—COUNSEL, Cookson Crackanthorpe, Q.C., and A. J. Allen; R. S. Wright. SOLICITORS, Allen & Son; Freshfields & Williams.

*KYSHE v. ALTURAS GOLD (LIM.)*—North, J., 17th February.

COMPANY—DIRECTOR—EXCLUSION OF DIRECTOR BY CO-DIRECTORS—INJUNCTION.

This action was brought by a director of the defendant company, against the company and the other directors, claiming an injunction to restrain his co-directors from excluding him from acting as director. The plaintiff now moved for an interlocutory injunction. The defendants alleged that the plaintiff had been guilty of acts of misfeasance and had abused his position as agent of the company, and that therefore the court would not assist him. The articles contained an express provision for the removal of a director, if the shareholders should think fit, by special resolution, before the expiration of his term of office by time. There was evidence on the part of the defendant directors that the plaintiff had received his shares in the company as a present from the vendor of the property to the company; that he had gone out to America to inspect and report on the company's business; that he had at first (acting, as was alleged, under some arrangement with the vendor's agent), sent home good reports, but that he had since quarrelled with the vendor's agent, and had sent home reports of a different nature, which were not warranted by the facts. The plaintiff had been elected by the other directors, as provided by the articles of association, and the defendants said that had they known the real position of the plaintiff they would not have elected him.

NORTH, J., said that, the plaintiff having been legally appointed director, he must grant the injunction. It was not in the power of any number of directors to appoint a committee of themselves to deal with the affairs of the company to the exclusion of one of their number. The board of directors, who managed the business of the company, consisted of the whole number of directors, not a selection from them. Not that it was necessary that all the directors should be present in order that the business should be legally transacted; but every one of them should have the opportunity of attending. The remedy of the other directors, if they thought one of their number unfit for his office, was to call a meeting of the shareholders. It was said that the plaintiff would make statements injurious to the company, but the other directors would have an equal opportunity of laying their views before the meeting and explaining the facts. But, though he granted the injunction, he should make the costs of both parties costs in the action.—COUNSEL, Cossens-Hardy, Q.C., and Lemon; Cookson Crackanthorpe, Q.C., and F. B. Palmer. SOLICITORS, Shepheards; Wild, Browne, & Wild.

*Re DAVISON, GREENWELL v. DAVISON*—North, J., 18th February.

WILL—CONSTRUCTION—GIFT OF "REAL ESTATE" IN A PARTICULAR COUNTY—WHETHER LEASEHOLD ESTATE PASSES—"CONTRARY INTENTION"—WILLS ACT, 1837, s. 26.

The question in this case was whether, under a gift of a testator's real

estate in a particular county, some leasehold estate belonging to him in that county passed, or whether it passed under a bequest of his residuary personal estate. Section 26 of the Wills Act provides that "a devise of the land of the testator, or of the land of the testator in any place, or in the occupation of any person mentioned in his will, or otherwise devised in a general manner, or any other general devise which would describe a customary, copyhold, or leasehold estate, if the testator had no freehold estate which could be described by it, shall be construed to include the customary, copyhold, and leasehold estates of the testator, or his customary, copyhold, and leasehold estates, or any of them, to which such description shall extend, as the case may be, as well as freehold estates, unless a contrary intention shall appear by the will." The testator gave and devised his mansion-house in the county of Kent, and all other his measures, lands, tenements, and hereditaments of whatever tenure in the same county, to his trustees, their heirs, executors, administrators, and assigns respectively, according to the respective natures and tenures thereof, upon certain trusts in strict settlement for the benefit of his two sons and their issue successively in tail male. And the testator gave, devised, and bequeathed "all my real estate in the several counties of Durham and Middlesex, or elsewhere than in the county of Kent, and all that the manor of S. in the county of Durham, and all the measures, lands, tenements, and hereditaments situate at S., held by me under a lease for twenty-one years from Merton College, and also all the residue of my personal estate," to his trustees, their heirs, executors, administrators, and assigns respectively, according to the respective natures and tenures thereof, upon certain trusts. The trusts declared of the residuary personal estate were for the benefit of the testator's second son and his two daughters, and, subject to those trusts, for his eldest son absolutely. The trusts declared of the "said real and leasehold estates in the counties of Durham and Middlesex, or elsewhere than in the county of Kent," were similar to those previously declared of the mansion-house and lands in Kent. The testator's will was executed in 1870, and he died in 1871. At the time of his death he had no freehold or copyhold estates in Middlesex, but he had a leasehold house in that county. In the county of Durham he had both freehold and copyhold estates, and, in addition to the leasehold properties mentioned in the will, he had some leasehold houses in the city of Durham. The question was whether the leasehold house in Middlesex, and the leasehold houses in the city of Durham, passed under the devise of real estate in Durham and Middlesex, or whether they passed under the bequest of the residue of the personal estate. It was argued that, there being a bequest of residuary personal estate, section 26 did not apply, and, moreover, that it did not apply when the gift was of "real estate," not of "land," which latter word might, in a popular sense, be used to designate leasehold property. And, as to the leasehold houses in Durham, it was argued that the specific mention of some leasehold properties in that county shewed that the testator did not intend other leasehold property in the same county to pass under the gift of real estate, but that, on the contrary, he intended it to pass under the bequest of his residuary personal estate.

NORTH, J., held that both the leasehold house in Middlesex and the leasehold houses in the city of Durham passed under the gift of real estate in the counties of Durham and Middlesex. He said that the argument that a bequest of residuary personal estate was a sufficient indication of a "contrary intention," so as to prevent leasehold estate from passing under a devise of real estate situate at a particular place, was inconsistent with several decided cases. As the testator had no real estate in Middlesex, it was clear that the leasehold house in that county passed under the devise. And, in his lordship's opinion, the leasehold houses in the city of Durham were also within section 26 and the decision in *Moase v. White* (3 Ch. D. 763). Section 26 did not say that the use of the word "land" was to have any technical effect. A devise of a testator's "real estate" in the parish of A. was a devise of his "land" in that parish. It was within the spirit of section 26, though two words were used instead of one. And, in his lordship's opinion, the reference to one specific leasehold property in the county of Durham was not sufficient to shew a "contrary intention" as to other leasehold property in that county, and to exclude the operation of section 26.—COUNSEL, Dundas Gardiner; Dickinson. SOLICITORS, Dangerfield & Blythe; Lambert, Patch, & Shakespeare.

*Re ROBINS, NELSON v. ROBINS*—North, J., 16th February.

WILL—CONSTRUCTION—GIFT OF "CLEAR ANNUITY"—LEGACY DUTY.

The question in this case was whether an annuity bequeathed by the will of the testator was given free of legacy duty. The testator directed his trustees to stand possessed of the proceeds of the sale of his real and personal estate, upon trust to pay to the defendant a "clear yearly annuity" of £250, until she should marry, and after her marriage upon trust to pay her a "clear yearly sum" of £100 during the remainder of her life. And after payment of the annuity of £250 or £100, as the case might be, upon trust to pay to E. R. a "clear yearly sum of £31 4s., free of legacy duty." It was admitted that the words "clear yearly annuity," if they stood alone, would, upon the authorities, amount to a gift of the annuity to the defendant free of legacy duty. But it was contended that the addition of the words "free of legacy duty" to the gift of the second annuity shewed that the testator had not used the word "clear" as exonerating the defendant from the payment of legacy duty.

NORTH, J., held that the addition of the words "free of legacy duty" to the gift of the second annuity did not cut down the meaning of the word "clear" in the gift of the annuity to the defendant, and that that annuity must be paid free of legacy duty.—COUNSEL, Christopher James; Cossens-Hardy, Q.C., and Gazdar. SOLICITORS, Thos. White & Sons; Ford & Ford.

*Re* LONDON AND LANCASHIRE PAPER MILLS CO.; *Re* VULCAN IRONWORKS CO.—North, J., 13th February.

BILL OF SALE—VALIDITY—REGISTRATION—DEPARTURE FROM STATUTORY FORM—"PERSONAL CHATTELS"—FIXTURES—"TRADE MACHINERY"—VENDOR'S LIEN FOR UNPAID PURCHASE-MONEY—EXCLUSION OF LIEN BY AGREEMENT—BILLS OF SALE ACT, 1878, ss. 4, 5—BILLS OF SALE ACT, 1882, ss. 8, 9.

In the first of the above cases the official liquidator of the company claimed certain "trade machinery," which was attached to the mills which had been in the occupation of the company and formed part of the company's assets, and of which possession had been taken by the Union Bank of Manchester, who had sold the mills to the company, and to whom a balance was due in respect of the purchase-money. On the 29th of May, 1886, the bank entered into an agreement in writing with one Bishopshaw, on behalf of the company, to sell the mills, and the plant, machinery, fixtures, and effects belonging thereto, to the company for £20,000, payable in instalments—viz., £250 on the signing of the agreement, when possession of the premises was to begin; £250 on or before the 24th of August, 1886; £3,000 on or before the 25th of December, 1887; and the other instalments at subsequent periods. Interest, at five per cent. per annum, was to be payable upon the amount remaining from time to time unpaid. Clause 2 of the agreement provided that, upon payment to the bank of the first two instalments of £250, the bank should convey to the company the mills, plant, machinery, fixtures, and effects, upon their executing a mortgage to the bank for the balance of the £20,000 and interest to be paid at the times set forth in the agreement, which mortgage should contain all usual powers and covenants, and, in particular, that, in case default should be made for twenty-one days in the payment of any principal money or interest thereby agreed to be paid, or should the business of the company be suspended at any time for a period of one month, power should be given to the bank to re-enter and take possession of the premises, and of everything that should have been built, erected, or placed thereon, and which would not require registration within the meaning of the Bills of Sale Act, 1878, and to hold the same for their own use and benefit absolutely, but without prejudice to the liability of the company for the whole of the unpaid purchase-money. This agreement was not in the form scheduled to the Bills of Sale Act, 1882, and it was never registered under the Acts. The first instalment of £250 was paid by the company to the bank on the signing of the agreement, and possession of the premises was given to the company. The second instalment was paid before the end of 1886. Neither a conveyance of the property to the company, nor a mortgage by them to the bank, was ever executed, but the property remained in the possession of the company until the 12th of February, 1887, when an order was made to wind up the company. On the 17th of May, 1887, the bank gave notice in writing to the company and the official liquidator that, the business of the company having been suspended for upwards of a month, the bank had, in pursuance of the agreement of the 29th of May, 1886, re-entered and taken possession of the mills, "and of everything that is built, erected, or placed thereon, and which would not require registration within the meaning of the Bills of Sale Act, 1878." The liquidator then took out a summons for delivery to him of the "trade machinery."

NORTH, J., held that the liquidator was entitled to everything which was of the nature of "trade machinery" as defined by section 5 of the Bills of Sale Act, 1878. He thought that the position of the parties was the same as if the conveyance and the mortgage had been actually executed. And in his opinion the bank had lost their vendor's lien for the unpaid purchase-money. Their rights in respect of the unpaid purchase-money were the subject of express stipulations, which were quite inconsistent with the retention of that lien. The agreement, if it related to "personal chattels," was clearly a "bill of sale" within section 4 of the Bills of Sale Act, 1878, and required registration, and it was also void under section 9 of the Bills of Sale Act, 1882, for non-compliance with the statutory form. To what extent was it void, entirely or in part? The decision of the Court of Appeal in *Re Burdett* (*ante*, p. 222) shewed that, though it was void as regarded the "personal chattels" comprised in it, it remained valid so far as it gave a charge on real estate. Upon the construction of the agreement, the intention of it was to give a security upon everything erected or brought upon the premises, other than articles in respect of which, if they were charged, registration of the security would be required; it was not intended to affect anything as to which registration would be required. The agreement, therefore, did not affect "trade machinery" as defined by section 4 of the Bills of Sale Act, 1878. The agreement could be enforced as regarded the property to which it was intended to be confined, but the bank had no right to take possession of any "trade machinery," and if they had done so they must deliver it up to the liquidator.

In the second case the circumstances were very similar, but, as the court held, the vendors to the company had not lost their lien for unpaid purchase-money, and their rights depended entirely upon that lien. The Bills of Sale Act, 1878, alone applied in this case.

NORTH, J., held that the vendor's lien extended to machinery affixed to the freehold. A vendor's lien for unpaid purchase-money did not depend on any document; no writing was necessary to reserve it, nor even any verbal contract. It arose by construction of law, and there was nothing which could be registered under the Bills of Sale Act. The vendors were, therefore, entitled to the fixed machinery, even if it was "trade machinery" as defined by section 5 of the Act—in first case: COUNSEL, Cozens-Hardy, Q.C., and F. B. Palmer; *Napier Higgins*, Q.C., and Hornell. SOLICITORS, Maddisons; *Morrison, Pike, & Marriman*. In second case: COUNSEL, Method; Swinfen Eady. SOLICITORS, Jackson, Morse, & Simpson; R. & A. Russell.

*Re* BELL, BELL v. KENDALL—Stirling, J., 16th February.

DOMICILE OF CHOICE—WHEN ACQUIRED—RESIDENCE.

The question in this case was as to the domicile of the late Anthony de la Combe Bell, for the purpose of ascertaining who were the persons entitled under certain voluntary settlements made by him. The settlor's domicile of origin was in Guernsey. In 1852 he entered the army and served in various parts of the world until 1870, when he retired from the army. From 1870 until his death in 1887 he resided in England. He never had any fixed residence there, but lived sometimes in one part of the country, sometimes in another, but in no case for more than five years in one place. There was evidence on the part of his wife that he had expressed an intention at some time, when he should become entitled to certain property which he expected, to return and live in Guernsey. It was argued that the burden of proof of change of domicile was on those who alleged it, that the domicile of origin remained until a domicile of choice was acquired, and that mere residence was not sufficient to shew an intention to acquire domicile of choice.

STIRLING, J., held that the long residence of seventeen years in England was evidence of an intention to acquire a domicile of choice in that country, which, in the absence of evidence to the contrary, was conclusive. The evidence of the wife merely shewed an intention, in certain contingencies which had not happened, to return to Guernsey.—COUNSEL, Bardsell; Hastings, Q.C., and O. L. Clare; Buckley, Q.C., and G. W. M. Dale. SOLICITORS, Burton, Yeates, Hart, & Burton.

CRAMPTON v. SWETE & MAIN—Kekewich J., 11th February.

PATENT—TRADE LIBEL—"PROVED TO BE AN INFRINGEMENT."

The plaintiff, a working electrical engineer, made electric bells for which he obtained provisional protection in February, 1886. He sold the bells through the defendants, Swete & Main. Another electric bell, called the Jensen bell, which had been patented, was brought to the notice of the defendants, and the acting partner came to the conclusion that the defendants' bell was an infringement of the Jensen bell. In order to avoid liability to the owners of the Jensen patent, he sent to his own customers to whom he had supplied the Crampton bell, a circular, the material part of which was in these terms:—"Messrs. Swete & Main beg to inform you that they are unable to supply under any circumstances 'The Crampton Patent Bell,' as this bell has been proved to be an infringement of the Jensen bell." In consequence of this circular the plaintiff's sale of bells was almost wholly stopped, and he brought this action claiming an injunction to restrain the defendants from printing, publishing, or issuing the circulars in question, on the ground that the circulars imputed that the bells made by the plaintiff had been proved in a court of justice to infringe the Jensen bell, and for damages. The bells had not at the time the circulars were issued been proved in a court of justice to be an infringement of the Jensen bell. It was argued on behalf of the defendants that the case came within *Halsey v. Brotherhood* (19 Ch. D. 386), and that the defendant had reasonable and probable cause for his statement in the circular.

KEKEWICH, J., said there could be no doubt the plaintiff's trade had been destroyed by the issue of the circular, which was actionable. The sole question was what was the construction of the circular; if the innuendo in the pleadings were true, there could be no doubt the defendant was liable. The phrase to which exception was taken was that "this bell has been proved to be an infringement." The word "prove" meant "test," as in the proverb "the exception proves the rule." It also meant "has been established"—i.e., in the way in which the matter in hand usually was established, by litigation. Now no litigation had then, or even up to the present moment, established that the Crampton bell was an infringement of the Jensen. The circular had been issued, doubtless, hurriedly and under pressure, but as there was no reasonable or probable cause for its issue, the defendants must pay £20 damages.—COUNSEL, C. E. E. Jenkins and Tyles; R. W. Wallace and Williams. SOLICITORS, J. A. White; Burn & Berridge.

HIGH COURT.—QUEEN'S BENCH DIVISION.

ANLABY v. PRACTORIOUS—18th February.

TIME FOR DELIVERY OF DEFENCE TO SPECIALLY-ENDORSED WRIT—R. S. C., 1883, XXI., 6, 7.

In this case a writ of summons, specially indorsed, was served on the 21st of January last, appearance was entered on the 26th of January last, and judgment was signed on the 7th of February last. Application was made to Hawkins, J., in chambers, to set aside the judgment on the ground that service of a specially-indorsed writ was delivery of a pleading within the meaning of ord. 21, r. 6. The application was dismissed. Counsel for defendant now moved before the Divisional Court to set aside the judgment on the grounds (1) that the special indorsement on the writ was a statement of claim, and was so called in the heading, and, further, it complied with ord. 36, r. 1, by giving the place of trial; (2) that therefore the time limited for defence was regulated by ord. 21, r. 6 ("ten days from delivery of statement of claim or from the time limited for appearance, whichever shall be last"), and not by ord. 21, r. 7, which says that where a defendant who has appeared in an action and has "neither received or required a statement of claim" must appear within ten days after appearance. Counsel for the plaintiff contended that ord. 21, r. 6, referred to a separate statement of claim which must be delivered, and not to a specially-indorsed writ, which is not delivered but is served; that, therefore, the time for defence to a specially-indorsed writ is regulated by ord. 21 r. 7. The following memorandum by Practice Master Jenkins

was read by Huddleston, B.:—"Reasons for holding that in the case of a specially-indorsed writ the time for delivery of statement of defence should be regulated by ord. 21, r. 6, and not by ord. 21, r. 7. By ord. 2, r. 1, every writ of summons must be indorsed with 'a statement of the nature of the claim made or of the relief or remedy required.' By ord. 3, r. 6, a writ of summons authorized to be issued under that rule may, 'at the option of the plaintiff,' be specially indorsed with a statement of his claim or of the remedy or relief to which he claims to be entitled. 'Such special indorsement shall be to the effect of such of the forms in Appendix C., section 4, as shall be applicable to the case.' (These forms are the general form of statements of claim and are applicable alike to all statements of claim, whether indorsed or delivered.) A plaintiff issuing a writ which he is entitled to indorse specially, may either indorse his statement of claim on the writ or deliver it as any other statement of claim may be delivered. But if he indorse it, then ord. 20, r. 1 (a), provides that if the writ is specially indorsed (i.e., with a statement of claim, as distinguished from a mere statement of the nature of the claim) no further statement of claim shall be delivered, but the indorsement on the writ shall be deemed to be 'the statement of claim.' *Veale v. Automatic, &c., Co.* (18 Q. B. D. 631) went upon the principle that where, from the statement of claim being indorsed on the writ, such statement of claim must necessarily have been served on defendant at the same time as the writ was served, the words 'delivered, &c.' were not applicable and, consequently, need not be added. In the present case this principle of non-applicability has to be carried one step further, but for the same reason—viz., inasmuch as the statement of claim must of necessity always be delivered to the defendant personally along with and as part of the copy writ served, the reason for the rules limiting the service of ordinary pleadings to certain specified periods of the day does not exist. And such rules are, consequently, not applicable to a statement of claim indorsed on a specially-indorsed writ. Any other construction would lead to this consequence, that, whenever a specially-indorsed writ is indorsed with a statement of claim, the writ itself can only be served within the periods of day prescribed for the service of pleadings, which could never have been intended, as the specially-indorsed writs were meant to facilitate and extend the remedies of a plaintiff, and not to put him (by the indorsement) in a worse position than he would be in if he delivered his statement of claim as a separate document instead of indorsing it. This view is not inconsistent with the case of *Murray v. Stephenson* (19 Q. B. D. 60), which decided that a specially-indorsed writ was not a pleading within ord. 64, r. 11. In the present case the statement of claim indorsed, although admitted to be a pleading, is, from the fact of its being indorsed on, and of necessity personally delivered along with, the copy writ to the defendant, not a pleading to which ord. 64, r. 11, can be held to apply. That the statement of claim indorsed on a specially-indorsed writ is as much a 'pleading' as any other statement of claim, is sufficiently shewn by ord. 28, r. 2, which says, 'The plaintiff may, without any leave, amend his statement of claim, 'whether indorsed on the writ or not,' once, &c.'

The Court (Huddleston, B., and Manisty, J.) ordered that the judgment should be set aside on terms suggested by Manisty, J., who hinted that the court was divided in opinion. Order made setting aside judgment on payment of part of amount claimed into court within four days. Costs to be costs in the cause.—COUNSEL, Witt; Israel Davis. SOLICITORS, Atkinson & Dresser; E. Bittley.

#### HIGH COURT.—PROBATE, &c., DIVISION.

*BUTLER v. BUTLER*—21st February.

ATTACHMENT—CONTEMPT OF COURT—DIVORCE SUIT—ADVERTISEMENT—REWARD—EVIDENCE OF PETITIONER'S ADULTERY.

This was a wife's petition for a dissolution of marriage on the ground of the respondent's adultery and cruelty. The respondent, in his answer, had made no counter-charge of adultery, but, after issue had been joined, he caused printed placards, containing the following advertisement, to be posted in various places in and near Radcliffe-upon-Trent, Nottinghamshire, where his wife was then residing, the parties having about five years before executed a deed of separation:—"£25 reward will be paid for full particulars and legal evidence of the confinement of a certain young married woman of a female child, probably not registered, on or just before February 7, 1885, supposed in the neighbourhood of Derby, Alfreton, or Mansfield, and now being nursed in one of these districts, or proportionate reward will be paid to anyone who will give such information as will lead to the required evidence being forthcoming.—ROBERT BUTLER, Ratcliffe-on-Trent, Notts." The respondent did not deny the publication of the placards, nor the fact that they had reference to the petitioner, but he alleged that, since filing his answer, he had discovered that the petitioner had been guilty of adultery, and that he had, by means of the advertisement, obtained such proof of her adultery as would enable him to file a cross-petition. On behalf of the petitioner, a motion was now made for an attachment against the respondent, on the ground that the issue of the placards was a contempt of court, as tending to prevent persons from giving evidence in support of the petitioner's case. The petitioner's counsel relied upon *Poole v. Sacheverel* (1 P. Wms. 675); *Tichborne v. Mostyn* (15 W. R. 107); *Davey v. Eley* (17 W. R. 245, 7 Eq. 49); and *Brodrribb v. Brodrribb and Wall* (34 W. R. 580, 11 P. D. 66); and urged that *Plating Co. v. Farquharson* (29 W. R. 510, 17 Ch. D. 49) was distinguishable as being a case of offering a reward for documentary evidence only. The respondent's counsel contended that an advertisement offering a reward for evidence could not constitute a contempt of court. He distinguished *Davey v. Eley* as a case of contempt of court by a discussion in a newspaper of the merits of a pending action, and *Brodrribb v. Brodrribb and Wall* as a case where wit-

nesses were likely to be deterred from giving evidence by threats of prosecution; and he urged that *Plating Co. v. Farquharson* was precisely in point, and that some of the judges had in that case thrown doubt upon the authority of *Poole v. Sacheverel*.

Burr, J., expressed great doubt whether a *bona fide* attempt to obtain evidence by offering a reward could amount to a contempt of court, and was not surprised to find that some of the Lords Justices had, in *Plating Co. v. Farquharson*, expressed a doubt as to the correctness of the decision in *Sacheverel v. Poole*, but the real question for his decision was, whether the publication of the advertisements by the respondent was a *bona fide* attempt to get evidence for a proper purpose, and he could not think that this was the respondent's sole motive. Other motives appeared to have actuated him, and it was clear that he desired, and that the advertisements had a tendency, to prejudice the petitioner in the assertion of her rights. He therefore followed the authority of *Brodrribb v. Brodrribb and Wall*, and directed an attachment to issue against the respondent, but he would allow it to remain in the office for three days, to give the respondent an opportunity of removing the placards. The respondent must pay the costs of the present application.—COUNSEL, H. B. Deane; Bayford, Q.C. SOLICITORS, Hunt; Goldring, Mitchell, & Phillips, for Brittle, Nottingham.

#### BANKRUPTCY CASES.

*Re MILLS, Ex parte OFFICIAL RECEIVER*—C. A. No. 1, 3rd February.  
BANKRUPTCY—FRAUDULENT PREFERENCE—PAYMENT TO CREDITOR WITH INTENT TO BENEFIT A PERSON NOT A CREDITOR—BANKRUPTCY ACT, 1883, s. 48.

This was an appeal from a decision of Cave and A. L. Smith, JJ., the question being whether a payment of £223, made by a bankrupt to one of his creditors within three months before the presentation of the bankruptcy petition, could be set aside as a fraudulent preference. The judge of the county court in which the adjudication was made found that the payment was made by the bankrupt, not with a view to prefer the creditor to whom it was made, but with the intent of preventing another person, who had become surety for the bankrupt to the creditor in respect of the debt, from being called upon to pay it, and that consequently section 48 of the Bankruptcy Act, 1883, did not apply; and that the payment could not be set aside. The Divisional Court (Cave and A. L. Smith, JJ.) affirmed the judgment.

THE COURT (Lord Esher, M.R., and FRY and LORIS, L.J.) dismissed the appeal. Lord Esher, M.R., would not say that the law as to fraudulent preference was different under the present Bankruptcy Act from what it was before, for he thought it had always been left to the jury to say what was the intent in the debtor's mind at the time he made the payment. In the present case, upon the finding of the county court judge, unless the court were to fly in the face of the words of section 48, and of the decision in *Ex parte Taylor* (18 Q. B. D. 295, 31 SOLICITORS' JOURNAL, 96), it was impossible to say that this payment was a fraudulent preference. In *Ex parte Taylor* it was laid down that "with a view of giving such creditor a preference over the other creditors" meant "with intent," &c., and that the court must find out what was the real intent in the man's mind. The question must be, was the payment made with an intention of giving the creditor in favour of whom the payment was made a preference over the other creditors? It was not enough to shew that the debtor had paid one creditor with intent to benefit another creditor; still less that he had done it with the intent to benefit himself; and still less, again, that he had made a payment in favour of a creditor with the intent to benefit someone who was not a creditor at all. In this case the bankrupt made a payment in favour of a creditor, and the judge found that in so doing he did not intend to prefer that creditor, but that he intended to give an advantage to the surety, who was not a creditor at all. The case, therefore, was not within the words of section 48, and, as was said in *Ex parte Taylor*, to hold this payment to be a fraudulent preference would be to strike out of that section the words, "with a view of giving such creditor a preference over the other creditors." FRY, L.J., said that, if section 48 was narrower than the old law (which he did not think it was), the court must be governed by the words of the section. LORIS, L.J., concurred.—COUNSEL, Sir E. Clarke, S.G., and Muir Mackenzie; Winslow, Q.C., and H. Reed. SOLICITORS, Solicitor to Board of Trade; Shaw & Tremellen.

*Re RIDDELL, Ex parte EARL OF STRATHMORE*—C. A. No. 1, 17th February.

BANKRUPTCY NOTICE—"FINAL JUDGMENT"—ORDER DISMISSING ACTION FOR WANT OF PROSECUTION—BANKRUPTCY NOTICE FOR COSTS OF ACTION—BANKRUPTCY ACT, 1883, s. 4, SUB-SECTION 1 (g).

The question in this case was whether an order dismissing an action for want of prosecution, with costs, was a "final judgment" within sub-section 1 (g) of section 4 of the Bankruptcy Act, 1883, so as to found a bankruptcy notice in respect of the taxed costs of the action, which exceeded £50. An action was brought in the Chancery Division by Riddell against the Earl of Strathmore, claiming the possession of land, a declaration of title, and mesne profits. The plaintiff's statement of claim was struck out (31 SOLICITORS' JOURNAL, 183), but leave to deliver an amended statement of claim given. The plaintiff did not amend, and ultimately North, J., dismissed the action for want of prosecution, and ordered the plaintiff to pay the costs. The costs were taxed at £52, and, as they were not paid, a bankruptcy notice was issued by the defendant. This was not complied with, and the defendant presented a bankruptcy petition. A divisional court (Cave and Grantham,

JJ.) affirmed the decision of the Newcastle County Court—that there had been no act of bankruptcy, because the order was not a "final judgment" (*ante*, p. 223.)

The COURT OF APPEAL (Lord ESHER, M.R., and FRY and LOPEZ, L.J.J.), affirmed the decision of the Divisional Court. Lord ESHER, M.R., said that the court must decide this case according to the construction which had been put upon the words, "final judgment," by former decisions of the Court of Appeal. The principle had been laid down in *Ex parte Chinery* (12 Q. B. D. 342, 28 SOLICITORS' JOURNAL, 327) and *Ex parte Moore* (14 Q. B. D. 627, 29 SOLICITORS' JOURNAL, 274) that the statute must be construed strictly. The term, "final judgment," was well known in the law. It had been defined by Cotton, L.J., in *Ex parte Chinery*, as "a judgment obtained in an action by which a previously-existing liability of the defendant to the plaintiff is ascertained or established," and by Lord Selborne, C., in *Ex parte Moore*, as an order where there was "a proper *litis contestatio* and a final adjudication between the parties to it on the merits." The Master of the Rolls would define it as a judgment obtained in an action by which the question whether there was a pre-existing right of the plaintiff against the defendant was finally determined in favour of either the plaintiff or the defendant. It might not be necessary that the claim should be determined "on the merits"—i.e., on a trial of the facts before a tribunal. But had it been finally determined? Had there been such a judgment in the present case? The order was really only equivalent to a judgment of nonsuit, and such a judgment had never been considered as a final judgment between the parties. There was nothing to prevent the question from being tried again. It had been argued that in an action for ejectment the order was final, because the question raised was whether the plaintiff was entitled to possession on the day of the issue of the writ, and that in any subsequent action he would only be able to claim possession as from the day of the issue of the new writ. But that was not so, otherwise no decision in an action of ejectment which was fully tried out would ever be final. FRY, L.J., said that the distinction between orders and judgments was still in existence, and he thought that this order was an "order," and not a "judgment" at all. But, at any rate, there had been no final adjudication of the matters in controversy in the action. LOPEZ, L.J., thought that the term, "final judgment," meant a final adjudication of the matters in contest in the action between the parties to the action. This was a good definition, though it might not be exhaustive. There was nothing in this order to preclude the plaintiff from bringing a fresh motion for the same cause of action, and this was conclusive that the order was not a "final judgment."—COUNSEL, Napier Higgins, Q.C., and Herbert Stephen; Sidney Woolf. SOLICITORS, Western & Sons; D. E. Stanford, Newcastle-on-Tyne.

#### CASES AFFECTING SOLICITORS.

*Re JELLARD'S TRUSTS*—North, J., 18th February.

PETITION FOR TRANSFER OF FUND IN COURT EXCEEDING £1,000—Costs of ABORTIVE SUMMONS—R. S. C., 1883, LV., 2.

This was a petition for the division into thirds of a fund which had been transferred into court under the Trustee Relief Act, and the carrying over of the respective thirds to separate accounts. The fund consisted of £2,781 16s. 1d. New Three per Cents. and £1,141 4s. 6d. Two-and-a-half per Cents. The application was originally made by summons in chambers, but, as the fund exceeded £1,000, and the rights of the parties had not been previously declared by the court, there was no jurisdiction under ord. 55, r. 2, to make the order in chambers, and the chief clerk declined to make it. This petition was then presented. The petitioners' counsel asked that the extra costs of the summons might be allowed as part of the costs of the petition.

NORTH, J., said that in this case he would allow the costs of the summons, on the ground that the application was made in the reasonable expectation that the order could be obtained in that way, and it was a meritorious application. But he found that a great many applications were now made by summons in chambers on the chance of their being successful, and the expectation that in any event the costs would be allowed. He could not, as a matter of course, allow the costs of a summons in chambers, when it turned out that the order asked for could not be made without a petition. If the application was meritorious one, he should allow the costs of the summons, but, if he came to the conclusion that the application by summons was not meritorious, he should leave the solicitor who had issued the summons to bear the costs occasioned by it. In the present case he went out of his way to allow the costs of the summons; in any case the costs of the evidence would be allowed.—COUNSEL, Cozens-Hardy, Q.C., and Mortimer Malleon; John Cutler; C. H. Sargent; Norman Pearson. SOLICITORS, Wadeon & Malleon; Pilman & Son; St. Barbe Sladen, & Wing.

Tenders will be received at the Bank of England on or before the 28th inst., for a third issue of £800,000 Nottingham Corporation Three per Cent. Stock, at the minimum price of 94 per cent. A deposit of 5 per cent. is payable on application, and the last instalment is due on June 21. The stock is chargeable upon the Borough and District Fund and the Borough and General District Rate, as well as upon the gas and water undertakings of the Corporation.

#### LAW STUDENTS' JOURNAL.

##### SOME STUDENTS' CASES.

The following cases, reported or noted during the present legal year, have been selected as of more or less importance to students entering for the forthcoming Bar or Solicitors' Examinations:—

##### (1) Conveyancing and Equity.

*Re NATT, WALKER v. GAMAGE* (*ante*, p. 185).—If an owner of personalty dies intestate, leaving grandchildren only, the division among them is *per stirpes*, and not *per capita*.

*HATTEN v. RUSSELL* (*ante*, p. 185).—The fact that trustees for the purposes of the Settled Land Act, 1882, are not in existence does not prevent a tenant for life from selling under the Act, if they are duly appointed within a reasonable time after the contract.

*KELLY & CO. v. KELLOND, THOMAS* (Claimant) (*ante*, p. 239).—A bill of sale, which assigns after-acquired property in addition to the goods specifically described in the schedule, is void under section 9 of the Bills of Sale Act, 1882, as not being in accordance with the form.

*Re BURDETT, Ex parte BYRNE* (*ante*, p. 222, 36 W. R. 128).—A bill of sale, given to secure money on chattels within the Act, and on trade machinery outside the 1878 Act, which is void under the 1882 Act through non-compliance with the statutory form, is yet valid as regards the machinery.

*HALL v. EWIN* (36 W. R. 84).—The doctrine of *Tulk v. Moxhay* is not to be extended so as to compel a person acquiring property, either as purchaser in fee or as lessee, with notice of restrictive covenants, actively to do anything which may involve him in expense.

*SOUTHPORT AND WEST LANCASHIRE BANKING CO. v. THOMPSON* (36 W. R. 113).—In the absence of express intention to the contrary, a mortgage, whether of leaseholds or freeholds, will pass all fixtures to the mortgagee, though some of the fixtures have been specified in the mortgage deed.

*Re SCARBROUGH, SCARBROUGH v. SCARBROUGH* (23 L. J. N. C. 30).—The general rule that, where there is a gift to a person for life if she so long remains unmarried, followed by a gift over in the event of marriage, the gift over takes effect also upon her death, is not affected by the fact that the life tenant takes a share under the gift over.

*SOPER v. ARNOLD* (36 W. R. 207).—A purchaser who has accepted the vendor's title, but has incurred a forfeiture of his deposit under the contract through his inability to pay the balance of the purchase-money, cannot, when he subsequently discovers that the vendor himself would have been unable to perform the contract, recover the deposit.

*Re DAVIES, DAVIES v. DAVIES* (*ante*, p. 241).—The court has no jurisdiction on originating summons to decide questions between a legal devisee and someone else which would not arise in the administration of the estate.

##### (2) Common Law and Bankruptcy.

*YARMOUTH v. FRANCE* (36 W. R. 281).—In an action under the Employers' Liability Act, the master raised the defence of *volenti non fit injuria*. Held, that whether the case comes within the maxim or not is a question of fact as to whether the risk was appreciated and willingly incurred, or merely run through the fear of loss of employment.

*LEMON v. SIMMONS* (*ante*, p. 258).—A plaintiff living with his wife was accused of robbing her by the defendant, but no special damage was shewn. Held, that there was no imputation of an indictable offence, and consequently that the words were not actionable *per se*. According to *Wenitak v. Morgan* (23 L. J. N. C. 31) a man is not liable for publishing a libel by merely handing it to his own wife, husband and wife are still one person for this purpose.

*SIRAPNEL v. LAING* (*ante*, p. 203).—If defendant recovers more on his counter-claim than plaintiff recovers on his statement of claim, whether judgment is given for defendant for the balance or separately on each, the plaintiff is entitled to the general costs of the action.

*ROBEY & CO. v. SNAFELL MINING CO.* (36 W. R. 224).—Defendants, a mining company, carrying on business in the Isle of Man, ordered from the plaintiffs, engineers at Lincoln, an engine, but nothing was specified as to place of payment. On non-payment thereof, leave was given to serve the writ out of the jurisdiction under ord. 11, r. 1 (c), as it is the duty of the debtor to send the money to the creditor.

*BESLEY v. BESLEY* (*ante*, p. 204).—The rule that a person cannot be added as a co-plaintiff under ord. 16, r. 11, without his written consent applies if a *cestui que trust* desires to join a trustee as co-plaintiff.

*Ex parte EARL OF STRATHMORE, Re RIDDELL* (*ante*, p. 225).—An order dismissing an action in the Chancery Division with costs is not a final judgment on which a bankruptcy notice can be founded under section 4, subsection 1 (g.) of the Bankruptcy Act, 1883, nor is an order for alimony *pendente lite* (*Re Henderson, Ex parte Henderson*, 23 L. J. N. C. 22).

*RE MILLS, Ex parte OFFICIAL RECEIVER* (W. N., 1888, p. 24).—A payment made shortly before bankruptcy to a creditor, not with the intent of preferring him, but of benefiting another person not a creditor (preventing a surety from being compelled to pay), is not a fraudulent preference within the meaning of section 48.

##### (3) Criminal Law, Probate, Divorce, Ecclesiastical, &c.

*WILSON v. GLOSSOR* (*ante*, p. 203).—A husband is liable for necessaries supplied to his wife, whom he has turned out of doors, when he has committed at her adultery.

*THE QUEEN v. BUCKMASTER* (20 Q. B. D. 182).—The prisoner at a race meeting offered to lay odds against different horses; prosecutor deposited money to back a certain horse, which won, but the prisoner went away with the money, and denied on being met that he had even made the bet.

A conviction for larceny was sustained on the ground that the prisoner obtained the money fraudulently, never intending to repay it, and that there was evidence of larceny by a trick.

*Pape v. Pape* (36 W. R. 125).—A husband and wife separated by mutual consent, the husband agreeing to contribute to the support of his wife. The parties lived apart, but the husband refused to contribute to his wife's maintenance; it was held that there was no desertion within the meaning of the recent Married Women (Maintenance in Case of Desertion) Act, 1886.

*Re Trinity Church, Stroud Green* (36 W. R. 288).—Although the rubric and 32nd canon contemplate only one communion table in a church, they do not expressly prohibit a second, and a faculty should be granted for the introduction of a second in a side chapel where desirable on the ground of convenience and economy.

LAW STUDENTS' DEBATING SOCIETY.—21st February.—Mr. Thomas Douglas in the chair.—Mr. J. C. Wheeler opened the subject appointed for debate "That the policy of the Government as disclosed by the Queen's Speech meets with the approval of this society." Mr. C. Prest-White opposed, and Messrs. Muir, Quarrell, Plaskitt, Stevens, and Todd continued the debate in the affirmative, and Messrs. Rhys, Williams, Foden-Pattinson, and Biogg in the negative. Mr. Wheeler having replied, the motion was put to the society and carried by a majority of five votes. There was a large attendance.

UNITED LAW STUDENTS' SOCIETY.—20th February.—Mr. Lazarus moved "That the decision of the Court of Appeal in the case of *Proctor v. Dennis* (36 Ch. D. 740) was wrong." The following gentlemen also spoke:—For the motion, Mr. Greenhalgh, Mr. Voules, and Mr. Yates; against the motion, Mr. Green, Mr. Steere, Mr. McMillan, Mr. Miller, Mr. Aiyangar, Mr. A. H. Wood, Mr. Vidler, and Mr. Moyle. On the chairman, Mr. Common, calling for a show of hands, the motion was lost by eight votes.

## LEGAL NEWS.

### OBITUARY.

Mr. ALFRED CLEMENT KENT, solicitor (the head of the firm of Kent, McKenna, & Kent, of Liverpool and Birkenhead), died on the 2nd inst. at Algiers, where he was spending the winter. Mr. Kent was admitted a solicitor in 1853, and he had since practised at Liverpool and Birkenhead, where he was in partnership with Mr. Joseph Patrick McKenna, and with Mr. Hugh Bulkeley Kent, who was admitted a solicitor in 1886. In 1879 he was elected clerk to the magistrates of the Wirral Division of Cheshire, on the resignation of Mr. Edwin Jackson Kent, and he was also clerk to the Commissioners of Taxes for the same division.

Mr. EDWIN PATCHITT, solicitor, of Nottingham, died at Hastings on the 8th inst., in his eighty-first year. Mr. Patchitt was born at Nottingham in 1807. He was for several years a clerk in the office of the late Mr. William Sudthorpe, of Nottingham, to whom he was ultimately articled, and he was admitted a solicitor in 1838. He was for many years deputy clerk to the county magistrates at Nottingham, to whom he had been clerk since 1847. He was clerk to the old Court of Requests at Nottingham, and he had been registrar of the Nottingham County Court (Circuit No. 18) ever since its establishment. He was also registrar of the Mansfield and Bingham County Courts, district registrar under the Judicature Acts, treasurer of Nottinghamshire, and clerk to the trustees of the Nottingham Municipal Trusts. Mr. Patchitt was for many years chairman of the Nottingham Board of Guardians. He was a magistrate for the borough, and he was elected mayor in 1858.

### APPOINTMENTS.

The Right Hon. Sir HENRY THURSTAN HOLLAND, Bart., G.C.M.G., M.P., Secretary of State for the Colonies, who has been created Baron Knutsford, was born in 1825, and succeeded to the baronetcy in 1873 on the death of his father, Sir Henry Holland, M.D. He was educated at Harrow and at Trinity College, Cambridge. He was called to the bar at the Inner Temple in Michaelmas Term, 1840, and he practised for many years on the Northern Circuit. He was secretary to the Common Law Commission, and he was legal adviser to the Colonial Office from 1867 till 1870, and an Assistant Under-Secretary of State for the Colonies from 1870 till 1874. He was M.P. for Midhurst in the Conservative interest from 1874 till 1885, when he was returned for Hampstead. He was appointed Financial Secretary to the Treasury in July, 1885, and in the following October he became Vice-President of the Committee of Council on Education. He resigned that office in January, 1886, but was re-appointed in the following July; and in January, 1887, he became Secretary of State for the Colonies. Lord Knutsford is a bencher of the Inner Temple, a deputy-lieutenant for Middlesex, and a magistrate for Surrey. He was created a C.M.G. in 1875, a K.C.M.G. in 1877, and a G.C.M.G. in 1887.

Mr. HENRY DE WORMS, barrister, M.P., Secretary to the Board of Trade, who has been appointed Under-Secretary for the Colonies, is the third son of Baron Solomon Benedict de Worms, and was born in 1840. He was educated at King's College, London. He was called to the bar at the Inner Temple in Trinity Term, 1863, and he formerly practised on the Home Circuit. He was M.P. for Greenwich in the Conservative interest from 1880 till 1885, when he was elected M.P. for the East Toxteth Division of Liverpool. He was Parliamentary Secretary to the Board of Trade from July, 1885, till January, 1886, and he was re-appointed to that office in the following July. He is a magistrate and deputy-lieutenant for the county of Middlesex.

Mr. WILLIAM MULLER, solicitor (of the firm of Dyne & Muller), of Shepton Mallet and Bruton, has been appointed Clerk to the County Magistrates at Shepton Mallet, on the resignation of his partner, Mr. Henry Dyne. Mr. Muller is coroner for the South-Eastern Division of Somersetshire. He was admitted a solicitor in 1876.

Mr. ARTHUR WALTER MILLS, solicitor, of 1, Old Serjeant's-inn, Chancery-lane, and of East Mousley and Southsea, has been appointed Coroner of the Queen's Household, in succession to the late Mr. William Thomas Manning. Mr. Mills was admitted a solicitor in 1877.

Mr. MONTAGUE HUGHES COOKSON CRACKANTHORPE, D.C.L., Q.C., has been appointed a Magistrate for the county of Westmoreland.

Sir CHARLES ARTHUR TURNER, K.C.I.E., who has been appointed a Member of the Council of the Secretary of State for India, is the eldest son of the Rev. John Fisher Turner, rector of Winkleigh, Devonshire, and was born in 1833. He was formerly fellow of Exeter College, Oxford, where he graduated second class in Classics in 1855. He was called to the bar at the Inner Temple in Easter Term, 1858, and he formerly practised on the Western Circuit. In 1866 he was appointed a puisne judge of the High Court at Allahabad, and in 1879 he became Chief Justice of Madras and received the honour of knighthood, and he retired from the bench in 1885. In 1878 he was created a Companion of the Order of the Indian Empire, and a few weeks ago he was created a Knight Companion of the same order.

Mr. JOSEPH BOTTOMLEY FIRTH, barrister, who has been elected M.P. for the Borough of Dundee in the Liberal interest, is the eldest son of Mr. Joseph Bottomley, of Matlock, Derbyshire. He was born in 1842, and he assumed the additional name of Firth by Royal licence. He is an LL.B. of the University of London, and he was called to the bar at the Middle Temple in Trinity Term, 1866. He practises on the North-Eastern Circuit. Mr. Firth was a member of the School Board for London, as a representative of the division of Chelsea, from 1876 till 1879, and he was M.P. for the borough of Chelsea from 1880 till 1885.

Mr. JOHN IBBERSON, solicitor and clerk to the West Riding justices at Dewsbury, has been unanimously re-elected President of the Dewsbury County Court District Incorporated Law Society for the ensuing year. Mr. Ibberson was admitted a solicitor in 1862.

Mr. A. M. M. FORBES, solicitor (of the firm of Jennings & Forbes), of No. 97, Cannon-street, London, and Finchley, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. FREDERICK EDWARD COLE, barrister, of the Western Circuit, has been appointed District Commissioner of the Gold Coast Colony. Mr. Cole (who is a son of the late Mr. Henry T. Cole, Q.C.), was called to the bar in Hilary Term, 1886.

### GENERAL.

On the 16th inst., in the House of Commons, in answer to Mr. O'Hea, the Attorney-General said the practice in the county courts is perfectly well settled, and under it a party, his wife, a member of the family, and clerks, servants, or agents in the regular employment of parties, are permitted to appear on their behalf, although such persons may also be witnesses, but neither the statute, the rules, nor the practice, permit a person who is not in the regular employment of the party, or is not a solicitor, to appear as an advocate of the party. My attention has not been drawn to the case in the Suffolk County Court referred to by the hon. member. The practice, which is correctly laid down in the judgment of his Honour Judge Lushington, I believe, well known to all county court judges, and there is not, in my opinion, any necessity to make any representation or intimation to the judge of the Suffolk County Court.

In the House of Commons on the 17th inst., Mr. Howell asked the Attorney-General whether he had received any intimation from the Statute Law Revision Committee to the effect that, by the omission of certain unnecessary and oft-repeated words in numerous ancient statutes, the first volume of the new and revised edition of the Statutes might be considerably reduced in bulk without in any way altering the effect and force of those Statutes; and whether the Government would consent to introduce a short Bill, at an early date, to give effect to the suggestions of the Statute Law Committee in that respect. The Attorney-General said: I am glad to say that the suggestion referred to by the hon. gentleman is being carried out, and I trust about 60 pages will be saved in the bulk of the first volume. I think the change may be effected without any Parliamentary authority, but if necessary a Bill will be introduced.

At the Worcester Assizes Mr. G. W. Hastings, M.P., foreman of the grand jury, made a presentment on the part of the grand jury to Lord Ulliger in response to some remarks which fell from his lordship in his address to them. The foreman said that they felt strongly on the subject of holding assizes in this county. They had had unhappy experience of the grouping of counties together; in their opinion, it had wrought great mischief to various classes of persons in Worcestershire, for the most part poor or comparatively poor persons. On one occasion the assizes held under that system lasted three weeks. The Worcestershire cases were taken last, and during the whole of that time the witnesses in those cases were kept waiting about the court, taken from their ordinary occupations and their homes, and deprived of their wages. Some had been obliged to pawn their clothes to obtain the means of bare sustenance. On prisoners also who might be innocent the hardship was great. He himself had seen numbers of them paraded in chains at railway stations while being conveyed about the country. There was also an extra strain put upon the administration and discipline of county prisons, the warders being removed from their own prisons and, with a number of prisoners, introduced to the home prison at the time of the assizes, thereby upsetting to a

considerable extent the discipline of a prison. He urged that the old system should not be changed without adequate cause, and that their ancient rights and usages should not be invaded. He then read the presentment, in which the foregoing remarks were embodied. Lord Coleridge said he would take care that the weighty observations of Mr. Hastings and the presentment should be forwarded to the Lord Chancellor and the Home Secretary. The system under which grouping had been carried into effect was created by Act of Parliament, and that was the place where the counties of England could most effectively give expression to any hostile feeling to that system by their representatives in the House of Commons.

## COURT PAPERS. SUPREME COURT OF JUDICATURE.

### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Mon., Feb. 27	Mr. Pemberton	Mr. Ward	Mr. Carrington	Mr. Clowes
Tuesday ... 28	Ward	Pemberton	Jackson	Koe
Wednesday ... 29	Koe	Ward	Carrington	Clowes
Thurs., Mar. 1	Clowes	Pemberton	Jackson	Koe
Friday .... 2	Jackson	Ward	Carrington	Clowes
Saturday ... 3	Carrington	Pemberton	Jackson	Koe
	Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEKEWICH.	
Monday, February ... 29	Mr. Leach	Mr. Godfrey	Mr. Lavia	
Tuesday ..... 29	Beal	Rolt	Pugh	
Wednesday..... 29	Leach	Godfrey	Lavia	
Thursday, March ... 1	Beal	Rolt	Pugh	
Friday ..... 2	Leach	Godfrey	Lavia	
Saturday ... 3	Beal	Rolt	Pugh	

### WINDING UP NOTICES.

*London Gazette*.—FRIDAY, Feb. 17.

#### JOINT STOCK COMPANIES.

##### LIMITED IN CHANCERY.

A. M. WOOD'S SHIP'S WOODITE PROTECTION CO., LIMITED.—Stirling, J., has, by an order dated Oct 6, appointed Sidney Frederick Isitt, 49, Holborn Viaduct, to be official liquidator. Creditors are required, on or before March 13, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, March 23 at 2, is appointed for hearing and adjudicating upon the debts and claims.

ECLIPSE PORTLAND CEMENT CO., LIMITED.—Petition for winding up, presented Feb 8, directed to be heard before Stirling, J., on Feb 25. Mander & Watson, New sq, Lincoln's Inn, solors for petitioner.

EDWIN FOX & CO., LIMITED.—By an order made by Kay, J., dated Jan 23, it was ordered that the company be wound up. Withall & Co., Bedford row, solors for petitioner.

GOTHIC SYNDICATE, LIMITED.—By an order made by Kay, J., dated Jan 26, it was ordered that the syndicate be wound up. Jones & Linnell, Quality ct, Chancery lane, agents for Jones & Co., Aberystwith, solors for petitioners.

INTERNATIONAL INVESTMENT AND GENERAL AGENCY, LIMITED.—Petition for winding up, presented Feb 15, directed to be heard before North, J., on Feb 25. Greenfield & Cracknell, Lancaster pl, Strand, solors for petitioner.

LOWESTOFT STEAM CARRYING AND FISHING CO., LIMITED.—North, J., has, by an order dated Feb 3, approved of the appointment of William Thomas Balls, Lowestoft, as liquidator.

PATENTS INVESTMENT CO., LIMITED.—Petition for winding up, presented Feb 15, directed to be heard before North, J., on Feb 25. Burn & Berridge, Pancras Lane, solors, petm 1a in person.

YEOLAND CONSOLS, LIMITED.—Petition for continuing the voluntary winding up, presented Feb 15, directed to be heard before Stirling, J., on Saturday, Feb 25. Slade & Munk, Clement's lane, solors for petitioner.

##### COUNTY PALATINE OF LANCASTER.

##### LIMITED IN CHANCERY.

FARNE MOUNT PRINTING CO., LIMITED.—Creditors are required, on or before March 17, to send their names and addresses, and the particulars of their debts or claims, to Sam Mosley, 104, King st, Manchester. Tuesday, April 10, at 12, is appointed for hearing and adjudicating upon the debts and claims.

##### FRIENDLY SOCIETIES DISSOLVED.

DARTFORD PERMANENT BENEFIT SOCIETY, One Bell, Dartford, Kent. Feb 10.

PRINCE HOWELL THE GOOD LODGE, LOYAL ORDER OF ALFREDS, Royal Exchange Ind, Blaina, Monmouth. Feb 14.

WATERFOOT FLOWER OF THE FLOCK LODGE, DRUIDS' FRIENDLY SOCIETY, Glen ter Inn, Waterfoot, Lancaster. Feb 8.

##### SUSPENDED FOR THREE MONTHS.

INDUSTRIOUS FRIENDS' SOCIETY, Goppa Schoolroom, Llandilo Talybont, Pontardulais, Glamorgan. Feb 14.

##### JOINT STOCK COMPANIES.

##### LIMITED IN CHANCERY.

ANGLO-AMERICAN CLAY PIGEON CO., LIMITED.—Stirling, J., has, by an order, dated Feb 2, appointed Albert Henry Ernest Champness, 76, Coleman st, to be official liquidator. Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to William Griffith Leete, Ralph Bower Brierley, and Watson Vredenburg, at the offices of their solicitors, Trindlers & Co, 47, Cornhill. Tuesday, May 15, at 11, is appointed for hearing and adjudicating upon the debts and claims.

F. J. HARRISON & CO., LIMITED.—Petition for winding up, presented Feb 18, directed to be heard before Chitty, J., on March 8. Fleet, Hatton garden, solor for petitioners.

GOTHIC SYNDICATE, LIMITED.—Kay, J., has fixed March 2, at 12, at his chambers, for the appointment of an official liquidator.

GREENWOOD & CO., LIMITED.—Creditors are required, on or before March 15, to send their names and addresses, and particulars of their debts or claims, to John Andrew Lyon, St Mary le Strand House, Old Kent rd, and Henry John Young, Monday, March 26, at 1, is appointed for hearing and adjudicating upon debts and claims. Marden & Son, Queen st, Cheapside, solors for liquidators.

##### UNLIMITED IN CHANCERY.

SCARBOROUGH AND WHITBY RAILWAY CO.—Creditors are required, on or before

March 13, to send to Messrs Deacon & Co, 4, St Mary Axe, full particulars of their claims, and to produce the same before Kay, J., at the Royal Courts, on Tuesday, March 20, at 12, being the time appointed for adjudicating upon the said claims.

##### COUNTY PALATINE OF LANCASTER.

##### LIMITED IN CHANCERY.

FORMBY BATH BRICK AND SILICOUS CLAY WORKS, LIMITED.—By an order, dated Nov 21, Edmund Meadowcroft Owen, Victoria bridge, Victoria st, Liverpool, has been appointed official liquidator.

INDUSTRY COTTON SPINNING CO., LIMITED.—The Vice-Chancellor has, by an order dated Dec 18, appointed James Dawson, 25, Union st, Oldham, to be official liquidator. Creditors are required, on or before March 20, to send their names and addresses, and particulars of their debts or claims, to the above. Tuesday, April 10, at 11.30, is appointed for hearing and adjudicating upon debts and claims.

##### FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY SOCIETY, Half Moon Inn, Northchapel, Sussex. Feb 14.

HULTON'S PRIDE LODGE, Loyal Order of Ancient Shepherds, Swan Inn, Atherton, Lancashire. Feb 17.

RELIABLE MUTUAL PROVIDENT SOCIETY, 18, Raymouth-rd, Rotherhithe. Feb 17.

## CREDITORS' NOTICES.

### UNDER ESTATES IN CHANCERY.

#### LAST DAY OF CLAIM.

*London Gazette*.—FRIDAY, Feb. 10.

KIRKCALDIE, ROBERT, Milton st, Commission Agent. March 5. Morley v Ewen, Stirling, J. Gordon, Lincoln's Inn fields.

GILL, WALTER HENRY, Alfred pl, Bedford sq. March 5. Wallis & Co v Gill, North, J. Belgrave, John st, Bedford row.

*London Gazette*.—TUESDAY, Feb. 14.

COLE, JOSEPH, High Wycombe, Gent. March 5. Welch and York v Chilton and others, North, J. Lovell, Gray's inn sq.

### UNDER 22 & 23 VICT. CAP. 35.

#### LAST DAY OF CLAIM.

*London Gazette*.—FRIDAY, Feb. 10.

ADAMS, THOMAS, Hampton rd, Southport. April 2. Buck & Co, Southport.

ANDERSON, THOMAS, Sunderland, Shipowner. March 10. Thomas & Steel, Sunderland.

AVERY, THOMAS, County grove, Camberwell. March 7. Stanley & Woodhouse, Abchurch lane.

BANKS, WILLIAM, Ravaed st, Ancoats, Manchester, Pork Butcher. March 10.

BARLOW, JAMES WOOD, Leatherhead, Surrey, Gent. March 5. Walls & Co, Queen Victoria st.

BAYLEY, HENRY GEORGE, Hammersmith. March 7. Watson & Co, Bouverie st.

BROOME, JOHN HOWARD, Colonel in H M Bengal Army. March 9. Murray & Co, Bircham Row.

CAMPBELL, JOHN CROMBIE, Billiter st, Ship Owner. March 20. Merriman & Co, Austin Friars.

CHADWICK, HANNAH SARAH, Balham. March 23. Rogers & Co, Westminster Chambers, Victoria st.

CHERITON, HERMION, Crediton, Devon, Farmer. March 25. Toser & Co, Exeter.

COLUMBA, GEORGE ANTHONY, Leyland rd, Lee, Kent. March 29. Orump & Son, Philpot lane.

DAWSON, THOMAS, Wellington terr, Rochdale, Lancaster, Gent. April 2. Jacksons & Godby, Rochdale.

DODD, WILLIAM, Douglas st, Deptford, Kent, Iron Shipwright. Feb 24. Lockyer, New Cross rd.

FRANCIS, JOHN, Brandon terr, Leckhampton, Gloucester, Gent. March 10. Furber, Gray's inn sq.

GIBSON, WALTER JOSEPH, Lingen, Hereford, Esq. March 1. Ravencroft & Co, John st.

GLASSBOROW, CHARLES JOHN, St Loys rd, Tottenham, Retired Licensed Victualler. March 10. Geo & Wm Webb, Austin Friars.

GOODALL, PETER, Sandbach, Chester, Gent. March 24. Bygott & Sons, Sandbach.

GREEN, WILLIAM, Bromsgrove, Worcester, Esq. April 30. Sanders, Bromsgrove.

GREENHALGH, ELLEN, Rochdale, Lancaster. March 12. Worth, Rochdale.

GREENHALGH, ROBERT, South Parade, Rochdale, Innkeeper. March 12. Worth, Rochdale.

HAINES, EDMUND NAPOLEON, Purfleet Wharf, Upper Thames st, Paper Manufacturer. March 7. Sandlands & Co, Fenchurch Avenue.

HAKER, JAMES, Peel st, Toxteth park, Liverpool. March 31. Kent & Co, Liverpool.

HARRISON, CAROLINE MARY, Edgware, Middlesex, Widow. March 31. Drake & Co, Road lane.

HEADLEY, CATHERINE BRIDGE, Biarritz, France. April 1. Eaden & Knowles, Cambridge.

HEATH, HANAH, Rushton, Tarporley, Chester. March 25. Cooke & Sons, Winsford.

HEATH, WILLIAM, Cumberland park, Acton, Commission Agent. Feb 26. Ashurst & Co, Old Jewry.

HODGSON, Major General HENRY BURDON, Piccadilly. March 7. Watson & Co, Bouverie st.

HOLDEN, THOMAS, Springfield, Gt Lever, Lancaster, Solor. March 30. Holden & Holden, Bolton.

JOHNSON, ELIZA, Scarborough terrace, Kingston upon Hull. March 5. Shackles & Son, Hull.

JOHNSON, FRANCIS, Scarborough terrace, Kingston upon Hull. March 5. Shackles & Son, Hull.

MAGNUS, JACOB, York place, Portman sq, Merchant. April 10. Blackford & Co, Abchurch lane.

MILLER, THOMAS, Cropwell Bishop, Nottingham, Brick Maker. March 1. Parsons & Son, Nottingham.

MORRIS, JOHN GODFREY, Woodchurch rd, Birkenhead, Chester, Surveyor of Stamps and Taxes. March 14. Roberts, Birkenhead.

MORRIS, THOMAS, Bedford row, Worthing, Esq. March 14. Stoucham & Son, Fenchurch st.

ORMBOD, ELIZABETH, Carter st, Corporation st, Manchester. April 1. Jones, Manchester.

POGNETT, JOHN BIRD, Hedgesford, Stafford, Grocer. Feb 17. Smith & Sons, Welsh.

PRENTIS, HENRY, Southwark st, Esq. April 1. Fairfoot & Co, Clement's inn.

RUDD, SARAH, Yarm, York. March 17. Simpson & Aspland, Manchester.

SAVAGE, WM., High st, Winchester, Dealer in Glass, &c. March 6. Bootney & Phenton, Winchester.

SCHLOSS, SIGISMUND, Bowden, Cheshire, Esq. March 31. Tatham & Co, Old Broad st.

SIM, JAMES DUNCAN, Moxley, nr Dorking, Esq. April 7. McLeod, Dean's ct  
SINCLAIR, GEORGE MURRAY, Ely, Cambridge, Surgeon. March 28. Hores &  
Pattinson, Lincoln's Inn fields  
SKELLEY, WILLIAM, Adelaide sq, New Windsor, Saddler. March 10. Long &  
Co, Windsor  
STONE, SARAH ELIZABETH HOLDEN, Elloughton Garth, Elloughton, York. Mar  
5. Shackle & Son, Hull  
TOWNSEND, WILLIAM, Gleddess rd, Heeley, Sheffield. Gent. Mar 31. Greaves,  
Sheffield  
TOMPKETT, SAMUEL, Holbeam Wood, Sussex, Farmer. Mar 20. Aitkens, Tice-  
hurst  
WOLSTENHOLME, JAMES, Sunny rd, Churchoftown, Southport, Gent. May 10.  
Eccles & Dempster-Smith, Liverpool  
WOOLLATT, JOHN BANCROFT, Gardener's End, Yardley, Farmer. Mar 31. Spence  
& Co, Hertford  
YOLE, HENRY THOMAS, East Stonehouse, Devon, Gent. May 1. Weekes, Ply-  
mouth

*London Gazette.—TUESDAY, Feb. 14.*

ABRAHAMS, AMELIA, Bush rd, Rotherhithe. Mar 1. Hayward, Wormwood st  
ANDERSON, THOMAS, Sunderland, Shipowner. Mar 10. Steel, Sunderland  
AUSTIN, HANNAH, Pelham grove, Liverpool. Feb 24. Lynch & Teebay, Liver-  
pool  
BARNES, BENJAMIN, Mitchell-st, Rochdale, Flannel Merchant. March 24. Wiles,  
Rochdale  
BEMPTON, LUCY DIXON, Denzil Avenue, Southampton. Mar 20. Candy &  
Candy, Southampton  
BIDDULPH, ORMUS, the Grove, Exton, Bishop's Waltham, Southampton, Esq.  
Apr 11. Drucres & Attiee, Billiter Square  
BLOTT, JOHN, Crisp st, Poplar, Chemical Manufacturer. Apr 20. Blewitt &  
Tyler, Gracechurch Buildings  
BLOUNT, THOMAS, Avenue Malakoff, Paris, Esq. March 30. Blount & Co, Arundel  
st, W C  
BOWMAN, ROBERT MOORE, Leyland rd, Lee, Kent, Coal Merchant. May 10.  
Addyman & Kage, Leeds  
BREWSTER, ERWIN FREDERIC, Fellowes rd, South Hampstead, Esq. March 31  
Stevens & Co, Wimborne  
BROADHEAD, SAMUEL, Highfield villas, Ossett, York, Rag and Mungo Merchant.  
March 31. Wall & Lawrence, Ossett  
CHEETHAM, RALPH HYDE, Heaton Norris, nr Stockport, Lancaster, Merchant.  
March 14. Buckley & Miller, Stalybridge  
CORNISH, CHARLES, Shakespeare rd, Acton, Gent. March 21. Brown, Lincoln's  
Inn fields  
ELLIS, SARAH FRANCES, Shifnal, Salop. March 1. Leake & Son, Shifnal  
FISKE, THOMAS DYSON, Brookside, Upton, nr Macclesfield, Gent. March 25.  
Mair & Blunt, Macclesfield  
GASK, JOHN, Boston, Lincoln, Wine Merchant. March 9. Sills, Boston  
GERARD, HANNAH JACKSON, Gt Crosby, Lancaster. March 21. Sharman & Co,  
Liverpool  
GERARD, JAMES, Gt Crosby, Lancaster, Gent. March 21. Sharman & Co,  
Liverpool  
GLANVILLE, JAMES, Peckham, Accountant. March 31. Greening, Fenchurch st  
GOOCH, REV FREDERICK, Baginton, Warwick, Clerk in Holy Orders. Mar 23.  
Field & Sons, Leamington  
GRAVES, CHARLES GOODMAN, Newbold Grange, Newbold upon Avon, Warwick,  
Esq. Mar 17. Francis, Fish at Hill  
HADFIELD, HANNAH, The Wigwam, Weston super Mare. Mar 9. Baker & Co,  
Weston super Mare  
HAMMON, HAMILTON ARTHUR, Market st, Mudgee, New South Wales, Australia,  
Watchmaker. Mar 10. Wells, Paternoster row  
HENGLER, FREDERICK CHARLES, Fitzjohn's avenue, Hampstead, Circus Pro-  
prietor. Apr 1. Lynch & Teeb-y, Liverpool  
HORT, MATTILDA, Carlton pl, Bedminster, Bristol. Mar 14. Stanley & Co, Bristol  
HOTHERSALL, WILLIAM, Golden sq, Preston, Lancs, Labourer. March 17.  
Thompson & Craven, Preston  
KEMP, JAMES, Belle Vue Inn, Waldron, Sussex, Innkeeper. March 25. Hillman,  
Lewes  
LINDSAY, GEORGE COUTTS, Barking Side, Ilford, Essex. March 25. Ann Lindsay,  
Kerbey st, Poplar  
LOVE, ANN, Falkland rd, Egremont, Chester. March 14. Oliver Jones & Co,  
Liverpool  
MELRUISH, JAMES, Caledonia pl, Clifton, Bristol, Banker's Clerk. March 24  
Nathaniel Strickland, Bristol  
MONTGOMERY, JAMES, Corbridge, Northumberland, Gent. March 19. Davies &  
Balkwell, Newcastle upon Tyne  
MORGAN, MARTHA, Tavistock st, Covent Garden. March 12. Button & Co,  
Henrietta st  
NEWSTEAD, GEORGE, Bubwith, East Riding, York, Surgeon. March 21. Green  
Howden  
NORRIS, HARRIET, Victoria sq, Clifton. March 28. Norris, Clifton  
NUTT, SAMUEL, Upper High st, Taunton. Feb 29. W. H. Cooksley, High st,  
Taunton  
PARSONS, THOMAS, Pen y wern rd, South Kensington, Court Milliner. March 10.  
Wells, Paternoster row  
PENEUDDOCKE, EMMA, PIDDOLEY, St Leonard's rd, Chester. April 7. Tozer &  
Whidbourn, Dowlash  
POIREIRE, HENRI JOSEPH, Alen grove, Stoke Newington, Live Poulterer. March  
31. Davies, Moorgate st  
PRIESTLEY, ELIZABETH, Lockwood, Huddersfield. Mar 24. Piercy, Hudders-  
field  
REID, EDWARD, Bentinck villas, Newcastle upon Tyne, Merchant. Mar 31.  
Leadbitter & Harvey, Newcastle upon Tyne  
ROPER, MARY ANN, Cobden rd, Leytonstone. Mar 10. Wells, Paternoster row  
SHARPINGTON, WILLIAM, Coventry park, Streatham, Retired Builder. Mar 1.  
Davies, New Inn  
SWAN, ELIZABETH, Holme lane, Oxton. Mar 15. Roberts, Birkenhead  
WATSON, ELIZABETH, York terr, Cheltenham, Mar 8. Leywood, Cheltenham  
WILSON, GEORGE, Holmfirth, York, Gent. Mar 31. Learoyd & Simpson, Hudders-  
field  
WOOLLATT, JOHN BANCROFT, Gardener's end, parish of Yardley, Farmer. Mar  
31. Spence & Co, Hertford  
WRIGHT, WILLIAM, Park st, Cambridge, College Servant. Mar 10. Foster &  
Lawrence, Cambridge

**BANKRUPTCY NOTICES.***London Gazette.—FRIDAY, Feb. 17.***RECEIVING ORDERS.**

ARNO, WILLIAM CHARLES, Old Ford rd, Bethnal green, Gilder, High Court  
Pet Jan 24 Ord Feb 15  
ASTON, WILLIAM CLARKE, Tattonhall, Cheshire, Druggist Chester Pet Feb 13  
Ord Feb 13  
BECKLEY, JOSEPH, WALTER BECKLEY, and FREDERICK BECKLEY, Upper Kenning-  
ton Lane, Forage Contractors High Court Pet Feb 15 Ord Feb 15  
BEER, MARY ANN, Morthos, Devon, Barnstable Pet Feb 15 Ord Feb 15  
BELFIELD, JOHN, Pleasley, Derbyshire, Farmer Nottingham Pet Feb 13 Ord  
Feb 13  
BELLAMY, THOMAS WATERS, New Sleaford, Lincolnshire, Brewers' Agent  
Bolton Pet Feb 13 Ord Feb 13  
BEW, THOMAS, Northampton, Umbrella Maker Northampton Pet Feb 13 Ord  
Feb 13  
BOYCE, EDMUND, Potter Heigham, Norfolk, Miller Great Yarmouth Pet Feb 13  
Ord Feb 13  
CATTON, JAMES WILKINSON, Manchester, Clerk in Holy Orders Manchester Pet  
Feb 15 Ord Feb 15  
CORNELL, GEORGE, High st, Maidstone, Watchmaker Maidstone Pet Feb 13  
Ord Feb 13  
CROOKES, JOSEPH, Dundee, Forfarshire, Chemist High Court Pet Jan 30 Ord  
Feb 14  
CROSSKEY, ROWLAND, and CHARLES JOHN CORRIE, Lichfield, Camp Furnishers  
Walsall Pet Feb 4 Ord Feb 15  
DALTON, GEORGE GRAY, Middlesborough, Brick Manufacturer Stockton on  
Tees and Middlesborough Pet Feb 11 Ord Feb 11  
DALTON, JOHN, New Mills, Cheshire, Emery Cloth Manufacturer Stockport  
Pet Feb 13 Ord Feb 13  
DENTON, CHARLES, Bradford, Printer Bradford Pet Feb 15 Ord Feb 15  
DICKINSON, JOHN, Melton Mowbray, Cheese Factor Leicester Pet Feb 13 Ord  
Feb 13  
DIXON, THOMAS, Leeds, Fruiterer Leeds Pet Feb 13 Ord Feb 13  
DOLTON, JAMES AUSTIN, Devonport, Licensed Victualler East Stonehouse Pet  
Feb 13 Ord Feb 13  
DREW, GEORGE, Landport, Hamps, Writer Portsmouth Pet Feb 14 Ord  
Feb 14  
EVANS, JOHN, Shrewsbury, Painter Shrewsbury Pet Feb 11 Ord Feb 11  
EVANS, SAMUEL, Carnarvon, Stationers' Assistant Bangor Pet Feb 11 Ord  
Feb 11  
GARNER, JOHN, Hanley, Grocer Hanley, Burslem, and Tunstall Pet Feb 15  
Ord Feb 15  
GOORDON, EDWARD, Bridlington, Yorks, Butcher's Manager Scarborough Pet  
Feb 13 Ord Feb 13  
GRIBBET, FREDERICK A., Wilton rd, Victoria Station, Jeweller High Court  
Ord Feb 11 Ord Feb 11  
HARCOURT, ALFRED, Norwich, Silversmith Norwich Pet Feb 15 Ord Feb 15  
HARDBOTTLE, WALTER, Burn, Yorks, Farmer York Pet Feb 15 Ord Feb 15  
HALIFAX, LLIWELLIN, Haverfordwest, Confectioner Pembroke Dock Pet Feb  
14 Ord Feb 14  
HOLT, FREDERICK, Devonport, Pianoforte Seller East Stonehouse Pet Feb 14  
Ord Feb 14  
HORSLEY, JOHN WALKER, Southport, Mantle Manufacturer Liverpool Pet  
Feb 8 Ord Feb 14  
HOWARD, DANIEL, Hemel Hempstead, Hertford, Grocer St Albans Pet Feb 14  
Ord Feb 14  
JACKSON, BENJAMIN, Middlesborough, Clothier Stockton on Tees and Middle-  
borough P-t Feb 11 Ord Feb 11  
JACQUES, PHILEMON PEMBERTON, Bradford, Shipowner Bradford Pet Jan 18  
Ord Feb 13  
JONES, RICHARD, Brighton, Baker Brighton Pet Feb 15 Ord Feb 15  
KNIGHT, WILLIAM, Tarrant, Hampshire, Farmer Salisbury Pet Feb 10 Ord  
Feb 10  
LAIRDNER, GEORGE RALPH, Billiter sq bldgs, Shipowner High Court Pet Feb 14  
Ord Feb 14  
LA TROBE, MARY HANNAH, Bristol, Watchmaker Bristol Pet Feb 13 Ord  
Feb 13  
LITTLE, BRYANT GEORGE, Landport, Hampshire, Engineer Portsmouth Pet  
Feb 15 Ord Feb 15  
LITTLE, SABAH, Carlisle, Innkeeper Carlisle Pet Feb 15 Ord Feb 15  
LOVERIDGE, WILLIAM, Bridport, Tobaccoconist Dorchester Pet Feb 11 Ord  
Feb 11  
MARKUS, HARRY, Fleetwood, Lancs, Indianrubber Manufacturer Preston Pet  
Feb 13 Ord Feb 13  
MATTHEW, AUGUSTUS CHARLES, Salisbury rd, Upper Holloway, Baker High  
Court Pet Feb 14 Ord Feb 14  
MCANULY, PAUL, Birmingham, Woollen Merchant Birmingham Pet Feb 13  
Ord Feb 13  
MCMILLAN, JAMES, Aspull, Lancs, Provision Dealer Wigan Pet Feb 13 Ord  
Feb 13  
MEEKE, CHARLES, Barnet, Boot Dealer Barnet Pet Jan 23 Ord Feb 15  
MILLINGTON, JOHN, Haughton, Lancs, Hat Manufacturer Ashton under Lyne  
and Stalybridge Pet Feb 14 Ord Feb 14  
MORELY, JOHN LESLIE, Benham lane, Croydon, Wood Broker Croydon Pet  
Feb 14 Ord Feb 14  
MULFORD, ISABEL MARIA VICTORIA, Conduit st, Regent st, Court Milliner  
High Court Pet Feb 15 Ord Feb 15  
OAKLEY, JAMES, Birmingham, Draggist Birmingham Pet Feb 13 Ord Feb 13  
OLDHAM, JUANITA ALVAREZ, East Moseley, Teacher of Music Kingston, Surrey  
Pet Feb 15 Ord Feb 15  
PETTIFOR, CHARLES, New Clee, no occupation Gt Grimsby Pet Feb 13 Ord  
Feb 13  
PURSOLOWE, ISHMAEL, Kinder Hayfield, Derbyshire, Quarry Master Stockport  
Pet Feb 13 Ord Feb 13  
ROACH, WILLIAM, Aberdare, Coal Miner Aberdare Pet Feb 13 Ord Feb 13  
SABOW, CHARLES AUGUSTUS, Forest gate, Essex, out of business High Court  
Pet Feb 15 Ord Feb 15  
SMITH, WALTER JOHN, Twemlow terr, London Fields, Boot Manufacturer High  
Court Pet Feb 13 Ord Feb 13  
SPEDDING, THOMAS, Chickerley, nr Dewsbury, Publican Dewsbury Pet Feb 13  
Ord Feb 13  
STONE, HENRY PALMER, Clarence rd, Teddington, Director of Public Companies  
Kingston, Surrey Pet Feb 11 Ord Feb 11  
THORN, WILLIAM, Wokingham, Berks, Musician Reading Pet Feb 14 Ord  
Feb 14  
THRESH, HENRY, Barnsley, Yorks, Furniture Dealer Barnsley Pet Feb 13 Ord  
Feb 13  
TOMLINSON, HENRY, London rd, Enfield, Saddler Edmonton Pet Feb 13 Ord  
Feb 13  
TREBBLE, EDWARD, Exeter, Grocer Exeter Pet Feb 13 Ord Feb 13

**WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.**—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st, Westminster (Etab. 1876), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STammerers and Stutterers should read a little book by Mr. B. BEASLEY, Baron's-court-house, W. Kensington, London. Price 15 stamps. The author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

- UFFINGTON, THOMAS, Dunster, Somersetshire, Saddler Taunton Pet Feb 14 Ord Feb 14
- WALFORD, SAMUEL, Darlaston, Grocer Walsall Pet Feb 15 Ord Feb 15
- WARD, SQUIRE, Bradford, Draper Bradford Pet Feb 14 Ord Feb 14
- WILLIAMS, FRANK GEORGE, Cirencester, Tailor Swindon Pet Feb 14 Ord Feb 14
- WOENS, GEORGE HENRY, Grays, Essex, Ironmonger Rochester Pet Feb 15 Ord Feb 15  
The following amended notice is substituted for that published in the London Gazette of Feb 7.
- HICKMAN, JOSHUA, and JAVAN GREENWAY, Kingswinford, Staffordshire, Royalty Masters Dudley Pet Feb 3 Ord Feb 3
- FIRST MEETINGS.
- ANSON, RALPH, sep estate, Sunderland, Boot Dealer Feb 24 at 2.30 Off Rec, 21, Fawcett st, Sunderland
- ANSON, ROBERT LAIDLAW, and RALPH ANSON, Sunderland, Boot Dealers Feb 24 at 2.30 Off Rec, 21, Fawcett st, Sunderland
- AANSON, ROBERT LAIDLAW, sep estate, Sunderland, Insurance Agent Feb 24 at 2.30 Off Rec, 21, Fawcett st, Sunderland
- BELFIELD, JOHN, Pleasley, Derbyshire, Farmer Feb 24 at 12 Off Rec, 1, High pavement, Nottingham
- BENNETT, FREDERICK, Ludgate hill, Glass Warehouseman Feb 24 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
- BIGGINS, JOSEPH, Stockton on Tees, Tailor Feb 24 at 11 Off Rec, 8, Albert rd, Middlesborough
- BOOTH, BENJAMIN, Hounslow, Butcher Feb 24 at 11 16 Room, 30 and 31, St Swithin's lane
- BOYCE, SIMONDS, Potter Heigham, Norfolk, Miller Feb 25 at 11.30 Off Rec, 8, King st, Norwich
- CADMAN, THOMAS, Newport, Mon, late Inspector of Mines Feb 25 at 12 Off Rec, 12, Tredgar pl, Newport, Mon
- COLLINS, JOHN, Stockton on Tees, Fruiterer Feb 24 at 11 Off Rec, 8, Albert rd, Middlesborough
- CORNELL, GEORGE, High st, Maidstone, Watchmaker Feb 27 at 3 Off Rec, Week st, Maidstone
- CRISP, GEORGE WILLIAM HOWARD, Rhyl, Milliner Feb 24 at 2 Off Rec, Crypt chmbs, Chester
- CUMMING, WILLIAM, and FANNY CUMMING, Strand, out of business Feb 24 at 11 38, Carey st, Lincoln's inn
- DICKINSON, JOHN, Melton Mowbray, Cheese Factor Feb 27 at 3 28, Friar lane, Leicester
- DINGLE, FRANK RICHARD, Cardiff, Boot Dealer Mar 9 at 9.30 Off Rec, 29, Queen st, Cardiff
- ELKAN, ALEXANDER, Hatton garden, Jeweller Feb 24 at 12 38, Carey st, Lincoln's inn
- EVANS, JOHN, Shrewsbury, Painter Feb 24 at 12 Law Society, Talbot chmbs, Shrewsbury
- FAIREY, SAMUEL CHARLES (sep estate), Birmingham, Tea Dealer Feb 28 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn
- FAIREY, SAMUEL CHARLES, and ANDREW ROBERT LUMSDEN, Birmingham, Tea Dealers Feb 28 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn
- GARNET, JOHN, Hanley, Grocer Feb 24 at 12 Off Rec, Newcastle under Lyme
- GIGGAL, ELLI, Osssett, Yorks, Plasterer Feb 24 at 3 Off Rec, Bank chmbs, Batley
- GREEN, WILLIAM, Nuneaton, Warwickshire, Builder Feb 27 at 12 Off Rec, 17, Hertford st, Coventry
- GRIFFITH, RUFUS NATHANIEL, Neath, Ironmonger Feb 24 at 3 Castle Hotel, Neath
- HARDBOTTE, WALTER, Burn, nr Selby, Yorks, Farmer Feb 28 at 11.30 Off Rec, York
- HASLAM, JOHN WHITTAKER, Sheffield, Grocer Feb 28 at 3 Off Rec, Fiftree lane, Sheffield
- HINE, WILLIAM, Darlington, Clerk Feb 24 at 11 Off Rec, 8, Albert rd, Middlesborough
- HOLDING, TOM HARRY, West Bromwich, Plumber Feb 27 at 10.30 County Court, Oldbury
- KNIGHT, WILLIAM, Hurstbourne Tarrant, Hampshire, Farmer Feb 24 at 3 Off Rec, Salisbury
- LANE, LANCELOT, Kenninghall, Norfolk, Solicitor Feb 25 at 12 Off Rec, 8, King st, Norwich
- LOVERIDGE, WILLIAM, Bridport Dorset, Tobacconist Feb 25 at 11 Off Rec, Salisbury
- LUMSDEN, ANDREW ROBERT (Sep Estate), Birmingham, Tea Dealer Feb 28 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn
- MASON, GEORGE ENDERBY, Kingston upon Hull, Music Dealer Feb 24 at 11 Off Rec, Trinity House lane, Hull
- MURCHISON, ANDREW, Gt Grimsby, Fishing Vessel Owner Feb 29 at 12 Off Rec, 3, Haven st, Gt Grimsby
- MCMILLAN, JAMES, Aspull, Lancs, Provision Dealer March 6 at 10.30 Wigan County Court
- MILLOR, THOMAS, Walton, nr Liverpool, Clerk Feb 28 at 12 Off Rec, 35, Victoria st, Liverpool
- OAKLEY, THOMAS, Preston, Coal Merchant Feb 24 at 3 Off Rec, 14, Chapel st, Preston
- PHILLIPS, GEORGE ANDERSON, Cardiff, Watchmaker March 9 at 3 Off Rec, 29, Queen st, Cardiff
- SIMPSON, GEORGE FEEDERICK, York, Stoff Merchant Feb 28 at 1 Off Rec, York
- SOUTHEY, SAMUEL, Manchester, Jeweller Feb 28 at 2.30 Off Rec, Ogden's chmbs, Bridge st, Manchester
- SPANN, SAMUEL, Runcorn, Cheshire, Beerseller March 2 at 11.30 Court house, Upper Bank st, Warrington
- SWALES, ROBERT, Middlesborough, Fitter Feb 24 at 11 Off Rec, 8, Albert rd, Middleborough
- TAYLOR, STEPHEN, Bishop Auckland, Cartman Feb 27 at 5 Titman's Hotel, Market pl, Bishop Auckland
- TREEBLE, EDWARD, Exeter, Grocer Feb 28 at 11 Castle of Exeter, Exeter
- WARMINGER, SAMUEL, Norwich, Licensed Victualler Feb 25 at 11 Off Rec, 8, King st, Norwich
- WILLIAMS, FRANK GEORGE, Cirencester, Tailor Feb 28 at 11.30 Off Rec, 32, High st, Swindon
- ADJUDICATIONS.
- ASTON, WILLIAM CLARKE, Tattonhall, Cheshire, Druggist Chester Pet Feb 13 Ord Feb 13
- ATKINSON-GRIMSHAW, R N, St James's pl, St James's, Gent High Court Pet -Nov 22 Ord Feb 14
- BEW, THOMAS, Northampton, Umbrella Maker Northampton Pet Feb 13 Ord Feb 13
- BOYCE, SIMONDS, Potter Heigham, Norfolk, Farmer Gt Yarmouth Pet Feb 13 Ord Feb 13
- BROWN, THOMAS, and SAMUEL BROWN, Melton Mowbray, Tailors Leicester Pet Jan 29 Ord Feb 15
- CADMAN, THOMAS, Newport, Mon, late one of H M Inspectors of Mines Newport, Mon Pet Feb 11 Ord Feb 13
- CATTON, JAMES WILKINSON, Manchester, Clerk in Holy Orders Manchester Pet Feb 15 Ord Feb 15
- CRISP, G W H, Rhyl, Milliner Bangor Pet Jan 21 Ord Feb 11
- DENTON, CHARLES, Bradford, Printer Bradford Pet Feb 14 Ord Feb 15
- DICKINSON, JOHN, Melton Mowbray, Cheese Factor Leicester Pet Feb 13 Ord Feb 13
- DIXON, THOMAS, Leeds, Fruiterer Leeds Pet Feb 13 Ord Feb 13
- DREW, GEORGE, Landport, Writer Portsmouth Pet Feb 14 Ord Feb 14
- EVANS, SAMUEL, Carnarvon, Stationer's Assistant Bangor Pet Feb 11 Ord Feb 11
- EVEBIL, ALFRED, address unknown, Fine Art Dealer High Court Pet Jan 14 Ord Feb 15
- FAIRBAK, THOMAS GORDON, Great Winchester st, Stockbroker High Court Pet Jan 7 Ord Feb 15
- GARNER, JOHN, Hanley, Grocer Hanley, Burslem, and Tunstall Pet Feb 15 Ord Feb 15
- GORDON, EDWARD, Bridlington, York, Butcher's Manager Scarborough Pet Feb 13 Ord Feb 13
- GREEN, JOHN, Deptford, Boot Manufacturer Greenwich Pet Feb 3 Ord Feb 11
- HARRIES, LLEWELLIN, Haverfordwest, Confectioner Pembroke Dock Pet Feb 14 Ord Feb 14
- HICKMAN, JOSHUA, and JAVAN GREENWAY, Kingswinford, Staffordshire, Royalty Masters Dudley Pet Feb 3 Ord Feb 10
- HYDE, THOMAS, Bromley, Cook High Court Pet Feb 7 Ord Feb 15
- INGRAM, SYDNEY, Ebbw Vale, Mon, Grocer Tredegar Pet Feb 11 Ord Feb 14
- JAMES, WILLIAM, Salford, Baker Salford Pet Jan 27 Ord Feb 14
- KENNIN, THOMAS ROBERT, Leicester, Theatrical Manager Nottingham Pet Jan 30 Ord Feb 11
- LAW, ROBERT, Wadhurst, Sussex, Grocer Tunbridge Wells Pet Feb 4 Ord Feb 4
- LITTLE, BRYANT GEORGE, Landport, Engineer Portsmouth Pet Feb 15 Ord Feb 15
- LITTLE, SARAH, Carlisle, Innkeeper Carlisle Pet Feb 15 Ord Feb 15
- LONG, GEORGE, Clevedon, Somersetshire, Lodging house Keeper Bristol Pet Feb 9 Ord Feb 13
- MAYER, SAMUEL Southend, Builder Chelmsford Pet Nov 8 Ord Feb 1
- MASON, GEORGE ENDERBY, Kingston upon Hull, Music Dealer Kingston upon Hull Pet Jan 19 Ord Feb 14
- MCLEAN, JOHN, Rogerstone, nr Newport, Mon, Contractor Newport, Mon Pet 19 Ord Feb 13
- McMILLAN, JAMES, Aspull, Lancs, Provision Dealer Wigan Pet Feb 13 Ord Feb 14
- OAKLEY, JAMES, Birmingham, Druggist Birmingham Pet Feb 13 Ord Feb 14
- OKEY, THOMAS, Preston, Coal Merchant Preston Pet Jan 28 Ord Feb 14
- OGBORNE, CHARLES EDWARD, Bristol, Ships' Smith Bristol Pet Feb 9 Ord Feb 13
- PAINES, EDWARD, Harding st, Commercial rd, Grocer High Court Pet Feb 3 Ord Feb 13
- PETTIFOR, CHARLES, New Clee, no occupation Gt Grimsby Pet Feb 13 Ord Feb 13
- PHILLIPS, D, Ilford, Essex, Grocer Chelmsford Pet Nov 7 Ord Jan 16
- PURSOLOVE, ISHMAEL, Hayfield, Derbyshire, Quarry Master Stockport Pet Feb 13 Ord Feb 13
- ROACH, WILLIAM, Aberdare, Coal Miner Aberdare Pet Feb 13 Ord Feb 13
- SABOW, CHARLES AUGUSTUS, Forest Gate, out of business High Court Pet Feb 15 Ord Feb 15
- SIMPSON, GEORGE FEEDERICK, Yorks, Stoff Merchant York Pet Feb 8 Ord Feb 14
- SPEDDING, THOMAS, Chicklery, nr Dewsbury, Publican Dewsbury Pet Feb 13 Ord Feb 13
- THORN, WILLIAM, Wokingham, Musician Reading Pet Feb 14 Ord Feb 14
- THRESH, HENRY, Barnsley, Yorks, Furniture Dealer Barnsley Pet Feb 13 Ord Feb 13
- TREEBLE, EDWARD, Exeter, Grocer Exeter Pet Feb 13 Ord Feb 13
- TULL, ANTONIO, Duke st, St James's, Army Agent High Court Pet Jan 10 Ord Feb 15
- UPPINGTON, THOMAS, Dunster, Somersetshire, Saddler Taunton Pet Feb 14 Ord Feb 14
- WEBB, G H, Scilly ter, Scilly rd, Peckham rye, Builder High Court Pet Jan 18 Ord Feb 15
- WHITE, SAMUEL THOMAS, Bristol, Produce Broker Bristol Pet Feb 2 Ord Feb 14
- WILLIAMS, FRANK GEORGE, Cirencester, Tailor Swindon Pet Feb 13 Ord Feb 14
- London Gazette.—TUESDAY, Feb. 21.*
- RECEIVING ORDERS.
- BEEVER, JAMES, Miles Platting, Lancs, Tin Plate Worker Manchester Pet Feb 16 Ord Feb 16
- BROOMHEAD, ROBERT, Bakewell, Derbyshire, Plumber Derby Pet Feb 18 Ord Feb 18
- CHAMPION, CALEB, Anerley, Builder Croydon Pet Jan 28 Ord Feb 16
- CUFF, WILLIAM ALBERT HILLIER, Parkstone, Dorset, Organist Poole Pet Feb 16 Ord Feb 16
- DICKS, WILLIAM BURTON, St Leonard's on Sea, Commission Agent Hastings Pet Feb 4 Ord Feb 18
- DODGSON, JOSEPH, Bradford, Bootmaker Bradford Pet Feb 16 Ord Feb 16
- DOUGHTY, FREDERICK, Kingston upon Hull, General Dealer Kingston upon Hull Pet Feb 17 Ord Feb 17
- FLETCHER, WILLIAM, Newcastle upon Tyne, out of business Kingston upon Hull Pet Jan 30 Ord Feb 17
- FORDER, GEORGE HAMMOND, Old Kent rd, Tailor High Court Pet Feb 13 Ord Feb 15
- FRANK, AUGUSTUS, Richmond rd, Bayswater, Umbrella Maker High Court Pet Feb 18 Ord Feb 18
- GOULD, HERBERT WILLIAM, Weymouth, Provision Dealer Dorchester Pet Feb 17 Ord Feb 17
- HILL, SAMUEL, Long Eaton, Derbyshire, Lacemaker Derby Pet Feb 17 Ord Feb 17
- HOBBS, JAMES, Melcombe Regis, Dorset, Builder Dorchester Pet Feb 15 Ord Feb 16
- HORNBY, RICHARD SAMUEL, Devonport, Engineer East Stonehouse Pet Feb 3 Ord Feb 18
- HOWARD, ROBERT ALLEN, Old Dalby, Leicestershire, Farmer Leicester Pet Feb 11 Ord Feb 17
- JEPSON, RICHARD HENRY, Burnley, Hatter Burnley Pet Feb 16 Ord Feb 16
- LONG, JAMES, West Bradenham, Norfolk, Farmer King's Lynn Pet Feb 16 Ord Feb 16
- LUNDSTROM, JOHANN ALBIN, Kingston upon Hull, out of business Kingston upon Hull Pet Feb 17 Ord Feb 17
- MASON, HEBBLEWHITE, and JOHN ROBERTS, Stratford Market, Essex, Salesman High Court Pet Feb 16 Ord Feb 16
- MURRAY, DAVID ALEXANDER, Sunderland, Grocer Sunderland Pet Feb 7 Ord Feb 16
- OPPERHEIM, EDWARD JOHN, Knighton, Leicestershire, Leather Factor Leicester Pet Feb 17 Ord Feb 17
- OWEN, JOHN, Bangor, Butcher Bangor Pet Feb 18 Ord Feb 18

- PIGG, WILLIAM SMITH, St Osyth, Essex, Licensed Victualler Colchester Pet Feb 18 Ord Feb 18  
 PINDAR, JOHN, Bradford, Engineer Bradford Pet Feb 16 Ord Feb 16  
 PLACE, WILLIAM, Birkby Nab, nr Ripon, Farmer Northallerton Pet Feb 17 Ord Feb 17  
 PLATT, JOSEPH, Thatto Heath, nr St Helens, Labourer, Liverpool Pet Feb 16 Ord Feb 16  
 REAVELL, JOSEPH, South st, Worthing, Bookmaker Brighton Pet Feb 18 Ord Feb 18  
 SHARPE, ALFRED, Huddersfield, Leather Currier Huddersfield Pet Feb 15 Ord Feb 16  
 SHERMAN, HARRIET, Brighton, Trunk Maker Brighton Pet Feb 16 Ord Feb 16  
 SHIRTRIDGE, JAMES, Luxulyan, Cornwall, Bootmaker Truro Pet Feb 18 Ord Feb 18  
 SHUTT, JOHN, Penkridge, Staffs, Farmer Wolverhampton Pet Feb 16 Ord Feb 16  
 SMALL, WILLIAM GEORGE, Bradwell near the Sea, Essex, Farmer Chelmsford Pet 18 Ord Feb 18  
 TAYLOR, J O R, Albemarle st, Gent High Court Pet Dec 9 Ord Feb 16  
 THELWELL, JOHN, Audley, Staffs, Grocer Hanley, Burslem, and Tunstall Pet Feb 16 Ord Feb 16  
 THORPE, WILLIAM, Sandon, Essex, Farmer Chelmsford Pet Feb 2 Ord Feb 15  
 WALKER, JOHN, Newcastle on Tyne, Coachbuilder Newcastle on Tyne Pet Feb 18 Ord Feb 18  
 WALLS, ROBERT, Torquay, Hotel Keeper Exeter Pet Feb 2 Ord Feb 17  
 WILLIAMS, WILLIAM, Carnarvon, Baker Bangor Pet Feb 18 Ord Feb 18  
 WILLMOTT, HERBERT, Gt Grimsby, Engineer Gt Grimsby Pet Feb 17 Ord Feb 17
- The following amended notice is substituted for that published in the London Gazette of Feb. 17.
- BILLAMY, THOMAS WATERS, New Sleaford, Lincolnshire, Brewer's Agent Boston. Pet Feb 13 Ord Feb 13
- The following amended notice is substituted for that published in the London Gazette of Feb. 14.
- COLLINS, JOHN, Stockton on Tees, out of business Stockton on Tees and Middlesborough
- FIRST MEETINGS.**
- ARNOLD, FREDERICK, Streatham, Schoolmaster March 1 at 12 100, Victoria st, Westminster  
 ASTON, WILLIAM CLARKE, Tattonhall, Cheshire, Druggist Feb 29 at 2 Off Rec, Crypt chbrs, Chester  
 BELL, JOHN, Victoria Dock rd, Ironmonger Feb 18 at 12 33, Carey st, Lincoln's inn  
 BELLAMY, THOMAS WATERS, New Sleaford, Lincoln, Brewers' Agent Feb 28 at 12 Off Rec. 2, St Benedict's sq, Lincoln  
 BROOMEAD, ROBERT, Bakewell, Derby, Plumber March 1 at 2 Rutland Arms Hotel, Bakewell  
 BUCKNELL, FREDERICK JOHN, Hockworthy, Devon, Baker Feb 28 at 12 Off Rec, 13, Bedford circus, Exeter  
 CAREBUTHERS, JOHN, Bishop's rd, Victoria pk, Tailor Feb 28 at 11 33, Carey st, Lincoln's inn  
 CUFF, WILLIAM ALBERT HILLIER, Parkstone, Dorset, Organist Feb 29 at 3 Off Rec, Salisbury  
 DALTON, GEORGE GRUBE, Linthorpe, nr Middleborough, Brick Manufacturer March 1 at 11 Off Rec. 8, Albert rd, Middleborough  
 DALTON, JOHN, New Mills, Cheshire, Cloth Manufacturer Feb 29 at 11.30 Off Rec, County chbrs, Market pl, Stockport  
 DENTON, CHARLES, Bradford, Printer Feb 29 at 11 Off Rec, 31, Manor row, Bradford  
 DODGSON, JOSEPH, Bradford, Bootmaker March 1 at 11 Off Rec, 31, Manor row, Bradford  
 DOLTON, JAMES AUSTIN, Devonport, Licensed Victualler Feb 29 at 12 18, Frankfort st, Plymouth  
 EVANS, SAMUEL, Carnarvon, Stationers' Assistant Feb 29 at 5 Royal Hotel, Carnarvon  
 FAIRBAIRN, THOMAS GORDON, Gt Winchester st, Stockbroker Feb 29 at 12 33, Carey st, Lincoln's inn  
 FENDICK, HARBY, Chiswell st, Draper March 1 at 11 33, Carey st, Lincoln's inn  
 FORD, THOMAS, Burnage, nr Manchester, Builder Feb 29 at 12.30 Off Rec, County chbrs, Market pl, Stockport  
 HAYBALL, JOHN WILLIAM, Gt Windmill st, Haymarket, Baker Feb 28 at 11 33, Carey st, Lincoln's inn  
 HEDLEY, ROBERT, Bishop Auckland, Draper Feb 29 at 3 Off Rec, Ogden's chbrs, Bridge st, Manchester  
 HILL, SAMUEL, Long Eaton, Derby, Lace Manufacturer March 2 at 8.30 Flying Horse Hotel, Nottingham  
 HOBBS, JAMES, Melcombe Regis, Dorset, Builder March 1 at 1.30 Antelope Hotel, Dorchester  
 HOLT, FREDERICK, Devonport, Pianoforte Seller Feb 28 at 11 18, Frankfort st, Plymouth  
 HOWELL, WILLIAM, Nantymoel, nr Bridgend, Builder March 9 at 3.30 Off Rec, 29, Queen st, Cardiff  
 HOWLER, JOHN, Russel pl, Blackheath, Gardener Feb 29 at 12.15 Mr Messent, 2, Westgate st, Ipswich  
 INGRAIL, GEORGE, Old st, St Luke's, Stationer Feb 28 at 11 Bankruptcy bds Portugal st, Lincoln's inn fields  
 JACOBS, LEWIS, Covent Garden Market, Fruti Salesman March 1 at 2.30 33, Carey st, Lincoln's inn  
 JONES, AMOS, Avenill rd, Highbury, Builder Feb 29 at 12 Bankruptcy bds Portugal st, Lincoln's inn fields  
 KENDEECK, EDWARD, Brymbo, Denbighshire, Shopkeeper Mar 2 at 2.15 Wynn-stay Hotel, Wrexham  
 KIRKHAM, MARY ANN, Caistor, Lincolnshire, Farmer Mar 1 at 12.30 Red Lion Inn, Caistor  
 LA TROBE, MARY HANNAH, Bristol, Watchmaker Mar 1 at 1 Off Rec, Bank chbrs, Bristol  
 LAYTON, FREDERIC SMITH, Shirland rd, Paddington, no occupation. Mar 1 at 12 33, Carey st, Lincoln's inn  
 LITTLE, SARAH, Carlisle, Innkeeper Feb 29 at 12 Off Rec, Fisher st, Carlisle  
 MACKENZIE, THOMAS ROSS, Liverpool, Tailor Mar 2 at 3 Off Rec, 25, Victoria st, Liverpool  
 MAPLESON, THOMAS EDWARD FIELDER, Ryde terr, Landor road, Stockwell, Clerk Mar 2 at 12 33 Carey st, Lincoln's inn  
 MARSHALL, WILLIAM NETTLESHIP, Winteringham, Lincolnshire, Farmer Mar 2 at 12 Off Rec, Trinity House lane, Hull  
 MARKUS, HARRIS, Manchester, India Rubber Manufacturer Feb 29 at 3.30 Off Rec, Ogden's chambers, Bridge st, Manchester  
 OAKLEY, JAMES, Birmingham, Druggist Feb 29 at 11 25, Colmore row, Birmingham  
 PERCIVAL, FREDERICK HENRY, Albemarle st, House Agent Mar 1 at 2.30 33, Carey st, Lincoln's inn  
 PETTIFOR, CHARLES, Clee, Lincolnshire, no occupation Feb 29 at 12.30 Off Rec, 2, Haven st, Gt Grimsby  
 PHILLIPS, JOHN, Devonport, Baker Feb 28 at 11 18, Frankfort st, Plymouth
- PINDAR, JOHN, Bradford, Sanitary Engineer Mar 1 at 12 Off Rec, 31, Manor row, Bradford  
 POSSO, J M, Wilton st, Grosvenorpl, Gent Mar 1 at 12 33, Carey st, Lincoln's inn  
 PURSGLOVE, ISHWAR, Hayfield, Derbyshire, Quarry Master Feb 29 at 1 Off Rec, County chbrs, Market pl, Stockport  
 RUSSELL, E, The Broadway, Hammersmith, Cheesemonger Mar 2 at 12 Bankruptcy bds, Portugal st, Lincoln's inn fields  
 RUSSELL, THOMAS, The Broadway, Hammersmith, Butcher Mar 2 at 12 Bankruptcy bds, Portugal st, Lincoln's inn fields  
 SCARE, DAVID, Choumert rd, Peckham, Ironmonger Mar 2 at 2.30 Bankruptcy bds, Portugal st, Lincoln's inn fields  
 SHIKERMAN, HARRIET, Brighton, Trunkmaker Feb 29 at 1 Bankruptcy bds, Portugal st, Lincoln's inn fields  
 SHIET, GEORGE EDWARD, New Park rd, Brixton, Oilman Feb 29 at 12 Bankruptcy bds, Portugal st, Lincoln's inn fields  
 SMETHURST, ARTHUR, Bolton, Bill Poster Feb 29 at 11 16, Wood st, Bolton  
 STACEY, FREDERIC, High st, Uxbridge, Ironmonger Feb 29 at 3 109, Victoria st, Westminster  
 STEWART, DONALD, Hythe, Officer in Gordon Highlanders. March 2 at 11 33, Carey st, Lincoln's inn  
 THELWELL, JOHN, Audley, Staffordshire, Grocer Feb 28 at 11.45 Off Rec, Nelson pl, Newcastle under Lyme  
 THOMAS, DAVID MORGAN, Llanvenog, Cardiganshire, Draper March 1 at 11 Off Rec, 11, Quay st, Carmarthen  
 TULL, ANTONIO, Duke st, St James's, Army Agent March 1 at 11 Bankruptcy bds, Lincoln's inn  
 TURNER, HENRY, Goswell rd, Islington, Coffee house keeper Feb 29 at 11 33, Carey st, Lincoln's inn  
 TURTLE, EDWARD RICHARD, and WILLIAM TURTLE, Cheltenham, Boot Makers Feb 28 at 4.15 County Court, Cheltenham  
 UPPTINGTOV, THOMAS, Dunster, Somersetshire, Saddler Feb 29 at 8.30 Luttrell Arms Hotel, Dunster  
 VOLK, ERNEST, Cardigan, Grocer Feb 28 at 11 Off Rec, 11, Quay st, Carmarthen  
 WALKER, JOHN, Newcastle on Tyne, Coachbuilder March 3 at 11 Off Rec, Pink lane, Newcastle on Tyne  
 WARD, SQUIRE, Bradford, Draper Feb 28 at 12 Off Rec, 31, Manor row, Bradford  
 WATSON, SYDENHAM JOHN, Fore st, Draper March 2 at 12 33, Carey st, Lincoln's inn  
 WEBSTER, JAMES, Kingston upon Hull, Milk Dealer. March 2 at 10 Off Rec, Trinity house lane, Hull  
 WESTON, WILLIAM, Chellaston, Derbyshire, out of business Feb 29 at 3 Off Rec, St James's chbrs, Derby  
 WORMS, GEORGE HENRY, Gray's, Essex, Ironmonger Feb 29 at 11.30 Off Rec, High st, Rochester
- The following amended notices are substituted for those published in the London Gazette of Feb. 17.
- COLLINS, JOHN, Stockton on Tees, out of business Feb 24 at 11 Off Rec, 8, Albert rd, Middlesborough  
 GARNEE, JOHN, Hanley, Grocer Feb 24 at 12 Off Rec, Newcastle under Lyme
- AUDJUDICATIONS.**
- ALDRICH, BENJAMIN G, St Peter's rd, Kingsland rd, Pianoforte Manufacturer High Court Pet Jan 30 Ord Feb 18  
 ALMOND, WILLIAM THOMAS, Stockport, Tailor Stockport Pet Jan 30 Ord Feb 16  
 BATES, GEORGE, Oxford st, Stepney, Horse Collar Maker High Court Pet Feb 10 Ord Feb 18  
 BECKLEY, JOSEPH, WALTER BECKLEY, and FREDERICK BACKLEY, Upper Kennington lane, Forger Contractors High Court Pet Feb 15 Ord Feb 17  
 BEVERY, JAMES, Miles Platting, Lancs, Tin Plate Worker Manchester Pet Feb 16 Ord Feb 16  
 BOLDING, ALFRED, High st, Harringay, Grocer St Albans Pet Feb 1 Ord Feb 9  
 BOYD, JAMES STUART, Castle Cary, Somersetshire, Gent Yeovil Pet Jan 30 Ord Feb 17  
 BROOMEAD, ROBERT, Bakewell, Derbyshire, Plumber Derby Pet Feb 16 Ord Feb 16  
 CLARICOATS, JOHN, Catford Bridge, Kent, Clerk Greenwich Pet Dec 15 Ord Feb 14  
 CONDY, GEORGE, Knox rd, Clapham Junction Wandsworth Pet Jan 9 Ord Feb 16  
 COWLEY, PHILIP HERDEN, Liverpool, Shipowner Liverpool Pet Jan 7 Ord Feb 16  
 DAY, WILLIAM THOMAS MORGAN, Stoke Ash, Suffolk, Farmer Ipswich Pet Feb 2 Ord Feb 14  
 DOLTON, JAMES AUSTIN, Devonport, Licensed Victualler East Stonehouse Pet Feb 13 Ord Feb 18  
 DOUGHTY, FREDERICK, Kingston upon Hull, General Dealer Kingston upon Hull Pet Feb 17 Ord Feb 17  
 EMANUEL, ALFRED B, Union court, Old Broad st, Newspaper Agent High Court Pet Jan 5 Ord Feb 18  
 FITCH, WILLIAM, Mare st, Hackney, Watchmaker High Court Pet Dec 18 Ord Feb 16  
 FLETCHER, WILLIAM, Newcastle on Tyne, out of business Kingston upon Hull Pet Jan 30 Ord Feb 17  
 GIGGAL, ELLI OTSOT, Yorks, Plasterer Dewsbury Pet Feb 10 Ord Feb 15  
 GRANT, WILLIAM, Gt Grimsby, House Furnisher Gt Grimsby Pet Jan 19 Ord Feb 16  
 GREBEET, FREDERICK, Wilton rd, Victoria station, Jeweller High Court Feb 16  
 HILL, SAMUEL, Longeaton, Derbyshire, Lace Manufacturer Derby Pet Feb 17 Ord Feb 17  
 JEPSON, RICHARD HENRY, Burnley, Hatter Burnley Pet Feb 16 Ord Feb 16  
 LAUNDER, GEORGE RALPH, Billiter sq bds, Shipowner High Court Pet Feb 14 Ord Feb 16  
 LOVERIDGE, WILLIAM, Bridport, Tobacconist Dorchester Pet Feb 11 Ord Feb 17  
 LUNDSTROM, JOHANN ALBIN, Kingston upon Hull, out of business Kingston upon Hull Pet Feb 17 Ord Feb 17  
 LYON, UHARLES E, address unknown High Court Pet June 23 Ord Feb 18  
 MASON, HEBBLEWHITE, and JOHN ROBERTS, Stratford Market, Salesmen High Court Pet Feb 16 Ord Feb 18  
 MATTHEW, AUGUSTUS CHARLES, Salisbury rd, Upper Holloway, Baker High Court Pet Feb 14 Ord Feb 16  
 MCANULTY, PAUL, Birmingham, Woollen Merchant Birmingham Pet Feb 13 Ord Feb 18  
 MEKK, CHARLES, Barnet, Boot Dealer Barnet Pet Jan 21 Ord Feb 18  
 MILLINGTON, JOHN, Haughton, Lancs, Hat Manufacturer Ashton under Lyne and Stalybridge Pet Feb 14 Ord Feb 16  
 MOUNTAIN, FREDERICK, Kingston upon Hull, Tobacconist Kingston upon Hull Pet Feb 8 Ord Feb 18  
 MURRAY, DAVID ALEXANDER, Sunderland, Grocer Sunderland Pet Feb 7 Ord Feb 17  
 NICHOLSON, JOHN BROWN, Exeter, out of business Exeter Pet Jan 20 Ord Feb 18

PIGG, WILLIAM SMITH, St Osyth, Essex, Licensed Victualler Colchester Pet Feb 17 Ord Feb 18  
 PLACE, WILLIAM, Birky Nab, nr Ripon, Yorks, Farmer Northallerton Pet Feb 17 Ord Feb 17  
 PLATT, JOSEPH THATTO, Heath, nr St Helens, Labourer Liverpool Pet Feb 16 Ord Feb 16  
 ROLPH, GEORGE, Cheltenham, Wine Merchant Cheltenham Pet Jan 30 Ord Feb 16  
 SHARPE, ALFRED, Huddersfield, Leather Currier Huddersfield Pet Feb 15 Ord Feb 17  
 SHEERMAN, HARRIET, Brighton, Trunk Maker Brighton Pet Feb 15 Ord Feb 18  
 SMETHUERST, ARTHUR, Bolton, Bilposter Bolton Pet Feb 15 Ord Feb 18  
 SNOOK, AUBURN, Bristol, Clerk Bristol Pet Feb 15 Ord Feb 18  
 STEGGALL, ROBERT, Paddington st, Grocer High Court Pet Feb 11 Ord Feb 18  
 STEWART, DONALD, Hythe, Officer in Gordon Highlanders High Court Pet Dec 13 Ord Feb 16  
 STONE, HENRY PALMER, Clarence rd, Teddington, Director of Public Companies Kingston, Surrey Pet Feb 11 Ord Feb 18  
 TAYLOR, STEPHEN, Bishop's Auckland, Cartman Durham Pet Feb 11 Ord Feb 15  
 THRELWELL, JOHN, Audley, Staffordshire, Grocer Hanley, Burslem, and Tunstall Pet Feb 16 Ord Feb 16  
 WALFORD, SAMUEL Darlaston, Staffordshire, Grocer Walsall Pet Feb 15 Ord Feb 17  
 WALKER, JOHN, Newcastle on Tyne, Coachbuilder Newcastle on Tyne Pet Feb 18 Ord Feb 18  
 WATSON, LEWIS, and JOSEPH BIRKETT, Cleckheaton, Yorks, Curriers Bradford Pet Feb 1 Ord Feb 17

WILLIAMS, WILLIAM, Baker Bangor Carnarvon Pet Feb 18 Ord Feb 18  
 WORMS, GEORGE HENRY, Grays, Essex, Ironmonger Rochester Pet Feb 18 Ord Feb 16  
 The following amended notices are substituted for those published in the London Gazette of Feb 14.  
 WESTON, WILLIAM, Chellaston, Derbyshire, out of business Derby Pet Feb 10 Ord Feb 10  
 COLLINS, JOHN, Stockton on Tees, out of business Stockton on Tees and Middlesbrough Pet Feb 9 Ord Feb 9  
 RECEIVING ORDER RESCINDED AND ADJUDICATION ANNULLED, CARLTON, CARLTON WATSON, St Peter's Buckinghamshire, Gent High Court Ord March 21 Adjud May 4 Resc and Annul Nov 15

## SALES OF ENSUING WEEK.

Feb. 28.—MESSRS. FULLER & FULLER, at the Mart, E.C., at 2 p.m., Freehold Premises and Shop Properties (see advertisement, Feb. 11, p. 4).  
 Feb. 28.—MESSRS. JONES, LANG & CO., at the Mart, E.C., at 2 p.m., Freehold Properties (see advertisement, this week, p. 4).

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## RESULTS.

All pupils, except one, for the January Final Examination were successful, two obtaining Honours, including the NEW INN PRIZE; all for the Intermediate and all, except one, for the LL.B. Examinations. Of 8 Postal pupils 7 were successful—Commercial-buildings, Leeds.

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## RESULTS IN 1887.

Solicitors' Final.—20 sent up, 18 passed.  
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Bar Exam., Hilary, 1888.—4 sent up, 4 passed.

MR. T. B. NAPIER, LL.D. (Lond.), Author of "Final Examination Digest," Joint Editor of *Juris*, and Mr. R. M. STEPHENSON, LL.B. (High Honour Common Law, &c.), Joint Editor of *Juris*, &c., prepares for the Solicitors' Examinations, privately, in class, and by correspondence.—Apply to Mr. NAPIER, 2, New-court, Lincoln's-inn, or Mr. STEPHENSON, 3, Plowden-buildings, Temple.

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## London Gazette.

Advertisements can be received at these Offices for the current Gazette without Expedition Fees until 1.15 p.m. on Mondays and Thursdays.

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